

## Licence to Print Terms

(Version: 1.1)

### 1. Introduction

These terms are the general terms of the relationship between us and you. The terms cover any transactions where we provide learning media to you. You (and those related to it) will prescribe and order the relevant learning media for the learning area for the qualifications, programmes, courses, or mentioned in these Licence to Print Terms for its duration. You must order original learning media for each learner that you train. You must purchase learning media per learning area per learner enrolled on the qualifications, programmes or courses.

### 2. Definitions and interpretation

**Definitions.** In the agreement:

- agreement** means the agreement between us and you, consisting of the terms and any orders the parties enter into;
- business day** means any day other than a Saturday, a Sunday, or a holiday (including a public or bank holiday) in the jurisdiction where our entity that entered into the relevant order is organised;
- order** means a goods or services order agreed to and signed by both the parties describing the specific goods or services that we will provide to you;
- personnel** means any representative, including any director, employee, agent, affiliate, consultant, or contractor;
- physical learning media** means the books, booklets, DVD's, USB's, pamphlets and any other physical hard copy documents;
- sign** means the handwritten signature, an advanced electronic signature, or an electronic signature that the parties agree to use, of each of our duly authorised representatives;
- terms** means the terms, consisting of:
  - these terms; and
  - any other relevant specific terms, policies, disclaimers, rules and notices that the parties agree on, (including any that may be applicable to any specific goods or services);
- we, us, or our** means EDGE Learning Media (Pty) Ltd t/a EDGE Education, company registration number: 2015/332511/07, and, if specified in an order, those related to it;
- writing** means the reproduction of information or data in physical form (includes handwritten documents, hard copy printouts and fax transmissions) or any mode of reproducing information or data in electronic form that the parties agree to use (like pdf), and includes information or data in the form of email
- you or your** means the customer that enters into an order and, if specified in the order, those related to it.

2.1 **Definitions in the order.** Words defined (or assigned a meaning) in an order will have that meaning in the terms, unless the context clearly indicates otherwise.

2.2 **Interpretation.** All headings are inserted for reference purposes only and must not affect the interpretation of the agreement. Whenever "including" or "include", or "excluding" or "exclude", together with specific examples or items follow a term, they will not limit its ambit. Terms other than those defined within the agreement will be given their plain English meaning. References to any enactment will be deemed to include references to the enactment as re-enacted, amended, or extended. A reference to a person includes a natural and juristic person and a reference to a party includes the party's successors or permitted assigns. Unless otherwise stated in the agreement, when any number of days is prescribed in the agreement the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any times.

### 3. Duration

These Licence to Print Terms will apply for the duration agreed in the Proposal or Commercial Terms. The parties will conclude a new agreement for each subsequent period.

### 4. Physical learning media

4.1 **Components.** The learning media and the relevant components to be supplied are set out in the learning media list in the Proposal or Commercial Terms.

4.2 **Updates.** We may update our learning media on an annual basis if we determine that the content or subject matter has changed.

#### 4.3 Licence to print

- We will provide you with an electronic PDF version of the physical learning media for each of the components marked in the Learning Media List shown in the Proposal or Commercial Terms as being subject to this licence to print (LTP) or;
- We will provide you with learning media in MS Word to be inserted as a section into your work for each of the components marked Learning Media List shown in the Proposal or Commercial as being subject to this licence to print (LTP).
- We grant you a non-exclusive and non-assignable license to print the physical learning media and market and sell the prints within the territory, being South Africa

#### 4.4 You (or your students) must not:

- modify, translate or create derivative works whether in whole or in part, or otherwise attempt to derive the underlying ideas, algorithms, file formats, programming of the learning media, nor may it permit, whether directly or indirectly, any third party to do so;
- merge or combine the whole or any part of the learning media with any other media without our prior written consent;
- grant any third party direct access to the learning media, including by way of lease, download, as an application or bureau service provider or any other method;
- use the learning media to provide an application or bureau service to any third party;
- lend or transfer any part of the learning media version to any third party;
- sub-license or otherwise transfer the use of the learning media, whether in whole or in part, to any third party; or
- remove any proprietary notices or labels on the learning media.