

Terms and Conditions

The Terms and Conditions set out below are important and affect your rights and responsibilities as a user of the IIA SA Website and Information Management System. These Terms and Conditions set out the contractual relationship between The Institute of Internal Auditors South Africa ("**IIA SA**"), and each user of the IIA SA Website and Information management System.

By registering with The Institute of Internal Auditors South Africa ("**IIA SA**"), you acknowledge and agree to be bound by all of the following terms and conditions ("**Terms**"), our website Terms of Use, and any additional terms that may be applied to the IIA SA, membership or individual program features from time to time (collectively, the "**Agreement**").

Please note that modifications to these Terms may be made from time to time as circumstances change. We therefore encourage you to review them periodically as you will remain bound by the Terms of this Agreement, irrespective of any modifications, for as long as you are a user of this Website and Information Management System.

1. Interpretation

- 1.1. In these terms and conditions, unless the context otherwise requires:
 - 1.1.1. **Board** – shall mean the Board of Directors of the IIA SA;
 - 1.1.2. **Chairman** – shall mean the Chairman of the Board of Directors of the IIA SA;
 - 1.1.3. **Directors** – shall mean the Directors for the time being of the IIA SA;
 - 1.1.4. **Individual** – shall mean a natural person;
 - 1.1.5. **IIA SA** - means THE INSTITUTE OF INTERNAL AUDITORS SOUTH AFRICA (NPC) (registration number 1985/003686/08), a non-profit company incorporated and existing under the laws of the Republic;
 - 1.1.6. **IIA Inc/IIA Global** – shall mean the INSTITUTE OF INTERNAL AUDITORS INCORPORATED, which is the international professional association with its global headquarters in Altamonte Springs, Florida, USA, to which the IIA SA is affiliated;
 - 1.1.7. **IIA SA Partners** – refers to those organizations which the IIA SA enters into agreements with for the purpose of expanding service offerings to members. The IIA SA will initiate and / or discontinue relationships with Service Partners at any time and will give Members such notice of any discontinuance as is reasonably practical in the circumstances.
 - 1.1.8. **User** – shall mean any individual / entity registering a user account on the IIA SA website including Members.
 - 1.1.9. **Member** – shall mean any member of the IIA SA as contemplated by the Memorandum of Incorporation (MOI) and Bylaws.
 - 1.1.10. **Writing** - includes printing, typewriting, lithography or any other electronic or mechanical process, or partly one and partly the other. A requirement that a document, notice or information should be given in writing will be met if the

document, notice or information is in the form of a data message and accessible in a manner usable for subsequent reference. "Written" has a corresponding meaning.

- 1.1.11. **Processing** - includes obtaining, using, recording and holding in electronic or any other form. "Processed" has a corresponding meaning.
- 1.1.12. **Services** - means the benefits, services, rewards and facilities from time to time available to Members whether provided by the IIA SA or MoU Partners;
- 1.1.13. **Website**— means the IIA SA website (www.iiasa.org.za) including the underlying Information management System as well as any related websites owned and operated by the IIA SA that may be setup from time to time.
- 1.2. The headings are for reference purposes only and shall not affect the interpretation of this document.
- 1.3. Words in the singular number shall include the plural, and words in the plural number shall include the singular, words importing the masculine gender shall include the female gender and vice versa, and words importing persons shall include created entities (corporate or not).
- 1.4. If any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation provision.
- 1.5. When a particular number of Business Days is provided for between the occurrence of one event and another, the number of days must be calculated by:
 - 1.5.1. excluding the day on which the first such event occurs;
 - 1.5.2. including the day on or by which the second event is to occur; and
 - 1.5.3. excluding any public holiday, Saturday or Sunday.
- 1.6. All laws and statutes quoted or referred to shall automatically include any amendments to, revisions of or replacements of these laws and statutes as may occur from time to time, through due Parliamentary process, subsequent to the writing of this Agreement.
- 1.7. These Terms and Conditions shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 1.8. Any provision of these Terms and Conditions declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining which shall continue unaffected.

2. General Terms and Conditions

- 2.1. Individuals are required to create a Website User Account in order to access certain portions or functions of the website. There is no cost for creating a user account, but you will be required to accept the terms and conditions for using the site and related services.
 - 2.1.1. Registering as a user is not a registration for professional membership of the IIA SA and no rights related to membership will be granted with this type of registration.

- 2.1.2. Individuals registering for Professional Membership must accept the terms indicated under the Membership section of these terms.
- 2.1.3. Registration as a user does not constitute a partnership between the user and the IIA SA.
- 2.1.4. No information or data on this website is an offer, but merely an invitation to transact.
- 2.1.5. No agreements shall be concluded merely by sending a data message to this website or its owner. Valid agreements require an acknowledgement of receipt from this website.
- 2.1.6. During the registration process you will be asked to provide certain personal information to us. In doing so, you certify that the Information you provide is true, accurate and complete.
- 2.1.7. Multiple Accounts are not permitted and each user must maintain only one account. If you have lost your account details, please contact the IIA SA for assistance.
- 2.1.8. User registrations must state the applicant's full name and preferred mailing address for correspondence. Users cannot state more than one preferred mailing address.
 - 2.1.8.1. Users agree to update their details should any of the submitted information change. You specifically agree to provide and maintain a valid e-mail address and to keep the IIA SA informed of any changes to your e-mail address. These changes can be made online by logging into the website.
- 2.1.9. Please note that although the IIA SA endeavours to accurately describe and/or depict each product on the Website, some descriptions or photographs may be of a generic nature and not specific to the particular product you wish to buy. The IIA SA shall make all reasonable efforts to accurately indicate prices and delivery charges. However, should products be erroneously offered at incorrect prices and/or delivery charges, the IIA SA will not be obliged to sell products at such incorrect prices and/or delivery charges, but shall refund monies paid by you should you not wish to proceed with the purchase at the correct price and/or delivery charge.
- 2.1.10. The purchase price of each product is displayed with the product. In the event of a sale or special offer, the discounted price is displayed once the user is logged in or can be accessed through the use of a promotional code.
 - 2.1.10.1. Prices indicated on the website, unless otherwise stated, are in South African Rand and exclude VAT or any other tax or duty which (where applicable) must be added to the price payable.
 - 2.1.10.2. Where a promotional code exists, the code as well as the terms of using the code will be communicated on the website. Users who enter a promotional code but have not fulfilled the terms and conditions for use of the promotional code will be billed for the difference, and may at the discretion of the IIA SA be banned from further use of the website.
 - 2.1.10.3. Failure to enter a promotional code during the purchase process may result in the user forfeiting the discount, even if the terms for the

discount were met. The IIA SA may at their discretion process an adjustment following the purchase being concluded.

3. System Access and Acceptable use

- 3.1. When you become registered, a user account will be created for you. Once your user account has been activated, you will be able to access the Website, with use of the username and password you set up during the application process. Once you have access to the website, you will be able to:
 - 3.1.1. make use of the restricted sections / services of the Website. Access to certain areas of the website may be reserved for specific groups and membership classes;
 - 3.1.2. access your own financial records;
 - 3.1.3. purchase products from the online store;
 - 3.1.4. register for events and
 - 3.1.5. participate in online forum/s.
- 3.2. You are responsible for each and every access or use of website that occurs in conjunction with the use of your username and password.
 - 3.2.1. Use of your username and password is conclusive evidence that you have accessed the Website.
 - 3.2.2. You must therefore use all reasonable efforts to keep your username and password confidential.
 - 3.2.3. You may not allow any third party to access the Website using your username and password and make use of the Website on your behalf. A user may not nominate another individual to act on their behalf in relation to their use of this website.
 - 3.2.4. You must notify the IIA SA in writing as soon as you become aware of any unauthorized use of your Account, username or password.
 - 3.2.5. You acknowledge and agree that you are liable for, and will indemnify the IIA SA, its related bodies corporate, affiliates, officers, directors, agents and employees against, any and all claims made by a third party arising out of your access to, and use of, the website.
 - 3.2.6. You must not disclose any confidential information made available to you through the Website.
 - 3.2.6.1. The IIA SA licenses the User to view, download and print the content of the IIA SA website, provided that such content is used for personal, educational and/or non-commercial purposes only.
 - 3.2.6.2. Content from the website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of the IIA SA.
 - 3.2.6.3. Users may quote small and reasonable amounts of content available from the website only if such quote is placed in inverted commas and the source acknowledged.
- 3.3. You warrant that while using the Website and the various services and features offered on or through the Website, you will not:

- 3.3.1. use a false email address or impersonate any person or entity or misrepresent your affiliation with any other person or entity;
 - 3.3.2. insert your own or a third party's advertising, branding or other promotional content into any of the Website's content, materials or services or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or
 - 3.3.3. attempt to gain unauthorised access to other computer systems through the Website.
- 3.4. The IIA SA may, from time to time, make messaging services, chat services, bulletin boards, message boards, blogs, other forums and other such services available on or through the Website. In addition to any other rules or regulations that we may post in connection with a particular service, you agree that you will not upload, post, transmit, distribute or otherwise publish through the Website or any service or feature made available on or through the Website, any materials which:
 - 3.4.1. restrict or inhibit any other user from using and enjoying the Website or the Website's services;
 - 3.4.2. are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;
 - 3.4.3. constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
 - 3.4.4. violate, plagiarise or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right;
 - 3.4.5. contain a virus, spyware, or other harmful component;
 - 3.4.6. contain embedded links, commercial solicitation, advertising, chain letters, mass mailings or, pyramid schemes of any kind;
 - 3.4.7. constitute commercial solicitation or 'spam' of any kind; or
 - 3.4.8. constitute or contain false or misleading indications of origin, endorsement or statements of fact.
 - 3.4.9. You also may not offer to buy or sell any product or service on, or through, your comments submitted to our forums. You alone are responsible for all information and materials that you post to the Website and the consequences of any of your activities on the Website.
- 3.5. You further agree not to impersonate any other person or entity, whether actual or fictitious, including anyone from the IIA SA.
- 3.6. The IIA SA reserves the right, but does not have an obligation, to monitor and/or review all information and materials posted to the Website or through the Website, and the IIA SA is not responsible for, and assumes no liability for, any such materials posted by users. However, the IIA SA reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the IIA SA's sole discretion are objectionable or in violation of these Terms, the IIA SA's policies or applicable law.

- 3.7. The IIA SA may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of these Terms or applicable law, or for any other reason without notice or liability.
- 3.8. It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our Website and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who will read them eventually. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, embarrassing, proprietary or confidential information in your comments to our public forums.
- 3.9. The IIA SA and its suppliers expressly disclaim all warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- 3.10. The IIA SA does not warrant that the functions contained in any content or your access to the Website will be uninterrupted or error-free, that any defects will be corrected or that the Website or the server which stores and transmits content to you are free of viruses or any other harmful components.
- 3.11. The IIA SA does not warrant or make any representation regarding your access to, or the results of your access to, the Website or any content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.
- 3.12. Under no circumstances (including but not limited to any act or omission on the part of the IIA SA) will the IIA SA or its affiliates be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the Website.

4. Membership

- 4.1. To apply for Membership of The IIA SA, you must: (a) be a resident of South Africa or in the case of a foreigner meet the South African Department Home Affairs requirements for individuals with scarce skills, at least 18 years of age as of the date of your registration; and, (b) have the capacity to enter into a legally binding contract.
- 4.2. The application form must be accompanied by the following documentation. All documentation must be certified copies. The user authorises the IIA SA to verify documentation as may be required.
 - 4.2.1. Membership application form
 - 4.2.1.1. A Character Reference form, which should be completed by a Certified Internal Auditor or your supervisor, manager or professor.
 - 4.2.1.2. An Experience Verification form, which has been verified by a Certified Internal Auditor or your supervisor, manager or professor.
 - 4.2.2. A certified copy of your Highest Academic Qualification
 - 4.2.3. If you are applying for Student Membership, you will need to submit confirmation of your enrolment as a student at a recognised tertiary institution.
 - 4.2.4. Proof of payment.
- 4.3. On applying for membership of the IIA SA, the individual agrees that
 - 4.3.1. The non-refundable application fee becomes due immediately and that their application will not be processed until such time as the fee has been paid and proof

of payment has been submitted. Failure to submit payment within 21 days will result in the application being cancelled and you will be required to start the entire application process again. Current Fees are available on the website.

- 4.3.2. Submission of application and payment of application fees does not confer any automatic membership to the Institute of Internal Auditors South Africa.
- 4.3.3. Failure to submit all documentation required during the application process within 21 days of the initial application will result in the application being cancelled, any fees that have been paid will be forfeited and you will be required to start the entire application process again. Failure to submit all required documentation may, at the sole discretion of the IIA SA, result in a lesser membership class being assigned (for example – Associate member instead of Full member)
- 4.3.4. Once the application has been accepted, the first year's subscription will become due. The subscription year runs from 1st June to 31st May of each year. Those joining between 1st December and 31st May are liable for half the year's fee. Current Fees are available on the website. Failure to pay the subscription within 21 days of having received notice of acceptance will result in the application being cancelled, any fees that have been paid will be forfeited and you will be required to start the entire application process again.
- 4.3.5. They have reviewed and are willing to abide by the terms and conditions for membership as outlined in the Memorandum of Incorporation and the By-Laws.
- 4.3.6. Membership is not transferable under any circumstances.
- 4.4. On being accepted as a member of the IIA SA
 - 4.4.1. the member agrees that for the entire duration of membership to the IIA SA he or she will remain bound by the Code of Ethics, the IIA International Standards, the Memorandum of Incorporation and the By-Laws set by the IIA SA and as amended from time to time. These documents are available on the IIA SA website.
 - 4.4.2. Members will be given a Membership number and a Membership Certificate. Only the Member named on the Certificate may use it or quote the Membership number. The Membership Certificate remains the property of the IIA SA and must be returned if requested in the event of membership having been revoked or terminated.
 - 4.4.3. Every member shall remain a member until his membership is terminated in accordance with the provisions contained in the Memorandum of Incorporation and By-Laws.
 - 4.4.4. Every member shall pay to the IIA SA an annual subscription of such amount as may for the time being be prescribed by the Board. The subscription year runs from 01st June to 31st May of each year. All subscriptions and invoices are due and payable within 30 days from date of invoice. Late payment will result in a suspension of the member's privileges until all outstanding amounts outstanding have been paid in full.
 - 4.4.5. A person in any class of membership who resigns or is expelled from the Institute prior to the conclusion of any membership year for which subscription fees have been paid shall not be entitled to any refund of the said fees or any part thereof.

- 4.5. Members shall receive a non-exclusive license to use the library facilities of The IIA SA with the rules, regulations and policies established by The IIA SA.
- 4.6. As a paid up member of the IIA SA you may have the ability to register for events at special membership rates, subject to certain restrictions as outlined below. Members may also receive additional benefits and discounts with IIA SA partners.
 - 4.6.1. Should your membership be cancelled, terminated or lapse prior to the commencement of the event the full fee for the event will become due and payable, and you will be invoiced accordingly.
 - 4.6.2. To qualify for the membership rate, the member should be logged in at the time of registration. If the registration is not being completed online, the member should quote their Membership Number in the space provided on the form. Failure to comply may result in the membership discount being forfeited.

5. Event Registrations

Users who register for events agree to the following event registration terms and conditions.

- 5.1. It is a requirement that you complete a booking or registration form either via the website or via completion of a registration form in advance of the event taking place. Online registrations close 7 days prior to the event taking place. After this, a manual registration form must be submitted.
 - 5.1.1. Individuals who have not pre-registered for the event, who present at the event will only be allowed to attend if there is sufficient space available and they are able to pay at the event or provide verification that payment for the event will be made.
- 5.2. Submitting an online registration for an event is a commitment to attending the event. Please ensure that you are duly authorised to commit your organization/company to booking and paying for the event.
 - 5.2.1. If you require a quotation in order to obtain approval for attending the event, please contact the IIA SA CPD and Events department prior to submitting your registration.
 - 5.2.2. Participants are personally responsible for ensuring payment for the event they are registered for. Should their Company not pay for their registration, for whatever reason, the payment will be recouped from the registered candidate directly.
 - 5.2.3. Provisional bookings would be accepted but those delegates registering with confirmed payment /order number and would be given priority for attendance. Provisional bookings not converted to confirmed bookings within 7 days of the event will be cancelled.
 - 5.2.4. An order number, purchase order number or verification that the payment will be made, must be submitted in order for your booking to be confirmed. Registrations without an order number or purchase order number will be treated as provisional bookings until such time as payment verification has been confirmed.
- 5.3. Registrations for an event indicate that you have reviewed the content descriptions provided on the website and are satisfied that the training will meet your individual training requirements. Refunds following attendance of an event are not possible.

- 5.3.1. The IIA SA reserves the right to refuse a booking, should the individual not meet the set requirements for a specific training program.
- 5.4. As spaces are limited on the training programs, registrations are confirmed on a first-come, first-served basis. Early registrations are recommended and participants are urged to book their seat as early as possible.
- 5.5. Payment must be received prior to or on the day of the intended program. The IIA SA reserves the right to restrict access to an event due to non-payment or suitable verification that the payment will be made. The full payment for the program will still be due as cost would have already been incurred on the registrants behalf.
 - 5.5.1. Payment of the program covers the following costs: participation, tuition, venue and AV, delegate hand-outs, certificates of attendance, VAT, stationery, refreshments and luncheons (where applicable). Travel, accommodation and additional subsistence costs are for the delegates own account.
- 5.6. Booking Confirmations are issued only once payment or purchase order number is received. It is the responsibility of the candidate to guarantee payment for the training program registered for.
 - 5.6.1. Participants are encouraged to print their confirmation letters which guarantees their seat in the training program. Should confirmation letters not be received for a registration, please contact the CPD and Events department at the IIA SA.
- 5.7. Continuing professional development hours will only be awarded if the delegate was present and signed in for the event and their account is in good standing.
- 5.8. Events are intended to be provided as advertised and published on the website. However, where circumstances dictate, the IIA SA reserves the right to make amendments or changes to published programs (including but not limited to price, dates, times, content, venues, hosts, facilitators, duration), when necessary, at any time and without any prior notice without incurring any liability whatsoever to the participant. The IIA SA will take all reasonable steps to avoid such circumstances, but will not be held liable for any additional costs this might incur, loss or damages arising from such amendments or changes.
- 5.9. All training programs are conducted based on a minimum amount of participants and designed to accommodate a maximum number of participants, which may vary from training program to training program. All training programs must meet the minimum number of participants required to ensure the viability of the programs. The IIA SA reserves the right to cancel, reschedule, limit registrations or combine programs or classes where necessary, after all reasonable efforts have been made avoid to negatively affecting registrants.
- 5.10. The IIA SA makes every effort to ensure events are delivered on scheduled dates and times as published on its website. However, there may be unforeseen circumstances (eg illness of training facilitators) allowing the IIA SA to cancel or reschedule the training event, when necessary at any time.
 - 5.10.1. The IIA SA will not be held liable for any loss, damages or for any non-refundable costs incurred (such as travel tickets and accommodation costs), arising from such cancellation or rescheduling. Regrettably no compensation will be paid for any additional costs incurred.
 - 5.10.2. All reasonable efforts will be made to notify clients and participants of cancellations or rescheduling. In the unlikely event of us being unable to deliver the training

program in full or a program being cancelled, we will make every effort possible to contact every client and registered participant confirmed in the booking, at the earliest opportunity, to notify them of the cancellation and to discuss alternatives.

- 5.10.3. In the event of a cancellation or rescheduling by the IIA SA, registered participants will be offered one or more of the following options – at the IIA SA’s discretion:
 - 5.10.3.1. A full refund of the total training program fee, paid within 2 weeks which will incur no administrative charges or penalties;
 - 5.10.3.2. Enrolment in a suitable future matching training program (space permitted), at no extra cost;
 - 5.10.3.3. Enrolment in an alternative training program provided by the IIA SA. If the alternative program is at a lower cost than the original training program enrolled for, participants will be refunded the difference. If the program is of a higher cost, participants will be required to pay the difference.
- 5.11. All registered and confirmed participants that wish to cancel their training program booking, for whatever reason, must inform the IIA SA CPD and Events department, in writing, of their inability to attend the training program.
 - 5.11.1. Cancellations received within 2 weeks of the planned event dates will incur an administration fee. There is no refund for cancellations received after this date.
 - 5.11.2. The date the IIA SA CPD and Events department receives the written notice of cancellation will determine the applicable cancellation charges.
 - 5.11.3. All received notifications of cancellations will be confirmed in writing by the IIA SA CPD and Events department at which time participants will be notified of their cancellation and the applicable refunds or cancellation charges via e-mail. Should no cancellation confirmation be received within 24 hours, it is the responsibility of the participant (s) to contact the IIA SA CPD and Events department via e-mail as it is an indicator that the CPD and Events department had not received a cancellation notice. If the participant fails to receive confirmation of cancellation or substitution, the training program fee will remain payable in full.
 - 5.11.4. If you have booked but cannot attend, you may send a replacement delegate. There is no charge for substitutions, but the request must be submitted in writing, accompanied by written permission from the original registrant. Substitutions must be made no less than 24 hours prior to event commencement.
 - 5.11.5. In the event of non-attendance or discontinuation of a training program before its completion, delegates will incur the full training fees and refunds will not be granted to individuals or organisations..
- 5.12. The IIA SA reserves the right to expel any individual from an event if the individual does not abide by the terms, conditions and rules or if their behaviour is deemed to be inappropriate or disruptive to other delegates. No refund will be given in this circumstance.
- 5.13. You agree to indemnify and hold harmless the Institute of Internal Auditors South Africa and any of its employees for any liability arising from any loss of personal property, accident, theft or any part of the provision of services provided, arising from participation on the programs.

- 5.14. The IIA SA does not accept responsibility for anyone acting as a result of information or views expressed on its training programs, including training material. Participants should take professional advice when dealing with specific situations.
- 5.15. Any hand-outs and training materials distributed during events may not be copied, reproduced, published, transmitted or made available to the public, wholly or in part, in any form or by any means graphic, electronic including photocopying or taping without the prior written consent of the author/presenter. Re-teaching the training material, whole or in part, without written permission from the author/presenter/publisher is strictly forbidden.
- 5.16. In the case of events where a group booking is offered, discount will only apply to an organisation submitting registration applications simultaneously and paying for the group in one transaction. Should the number of bookings change as a result of cancellations, the IIA SA reserves the right to bill the organisation for the difference.

6. Store Orders

Users who purchase products via the online store agree to the following terms and conditions.

- 6.1. Please note that although the IIA SA endeavours to accurately describe and/or depict each product on the Website, some descriptions or photographs may be of a generic nature and not specific to the particular product you wish to buy. The IIA SA shall take all reasonable efforts to accurately indicate prices and delivery charges. However, should products be erroneously offered at incorrect prices and/or delivery charges, the IIA SA will not be obliged to sell products at such incorrect prices and/or delivery charges, but shall refund monies paid by you should you not wish to proceed with the purchase at the correct price and/or delivery charge.
- 6.2. Placing an item in a shopping basket without completing the purchase cycle shall not constitute or give rise to any order for products, or an agreement of sale.
- 6.3. Any prices, quotations and descriptions made or referred to on this Site do not constitute an offer and may be withdrawn or revised at any time prior to our express acceptance of your order. An order submitted by you constitutes an offer by you to us to purchase Products under these terms and is subject to our subsequent acceptance.
 - 6.3.1. Prior to such acceptance, an automatic e-mail acknowledgement of your order may be generated. The purpose of this acknowledgement is giving you the chance to confirm your order details or to correct type errors. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your order.
 - 6.3.2. Our acceptance of your order takes effect and the contract concluded at the point where such offer is expressly accepted by us dispatching your order.
 - 6.3.3. While we make every effort to ensure that items appearing on the Website are available, we cannot guarantee that all items are in stock. We may reject your order (without liability) if we are unable to process or fulfil it. If this is the case, we will refund any prior payment that you have made for that item.
 - 6.3.4. Prices indicated on the website, unless otherwise stated, are in South African Rand and do not include VAT or any other tax or duty which (where applicable for cross border transactions) must be added to the price payable.
 - 6.3.5. Delivery of Items

- 6.3.5.1. Prices on items specifically exclude the cost shipping or carriage. Users will have an opportunity to select their preferred delivery method during the purchase process. You agree to pay for shipping or carriage of Products as such costs are specified during the purchase process.
- 6.3.5.2. The user must ensure that a valid address for shipping is provided during the purchase process. You must check the Delivery Address on any acknowledgement or acceptance we provide and notify us without delay of errors or omissions. We reserve the right to charge you for any extra costs arising from changes you make to the Delivery Address after you submit an order.
- 6.3.5.3. Delivery timescales/dates specified on the Site, in any order acknowledgement, acceptance or elsewhere are estimates only. While we endeavour to meet such timescales or dates, we shall not be liable to you in respect of delay. In case, we may not be able to deliver the products, we will refund your payments on request.
- 6.3.5.4. If you refuse or fail to take delivery of Products provided in accordance with these terms, any risk of loss or damage to the Products shall nonetheless pass and without prejudice to any other rights or remedies we have:
 - 6.3.5.4.1. We shall be entitled to immediate payment in full for the Products delivered and either to effect delivery by whatever means we consider appropriate or to store Products at your risk;
 - 6.3.5.4.2. You shall be liable to pay on demand all costs of Product storage and any additional costs incurred as a result of such refusal or failure to take delivery;
 - 6.3.5.4.3. We shall be entitled 30 days after the agreed date for delivery to dispose of Products in such manner as we determine and may set off any proceeds of sale against any sums due from you.
- 6.3.6. Payment shall be made prior to delivery and by such methods as are indicated on the Website (and not by any other means unless we have given our prior agreement)
- 6.3.7. The IIA SA reserves the right, for purposes of preventing suspected fraud, to refuse to accept and/or process payment on an order, and/or to cancel any sale concluded in whole or in part, on notice to you. The IIA SA shall only be liable to refund monies already paid by the user and accepts no other liability which may arise as a result of such refusal to process any order/sale.
- 6.3.8. Cooling-off period: If you make a purchase via the website, save for certain exceptions and subject to certain charges, the ECT Act entitles you to cancel such sale within 7 days after delivery of the product to you and to obtain a full purchase price refund. However, note that this right does not extend to, amongst others, the following goods and/or services:

- 6.3.8.1. where audio or video recordings (i.e. DVDs or CDs) or computer software were unsealed by the consumer.
 - 6.3.8.2. the sale of newspapers, periodicals, books and magazines;
- 6.4. We have the right at any time to withdraw any discount and/or to revise prices to take into account increases in costs including (without limitation) costs of any materials, carriage, labour or the increase or imposition of any tax, duty or other levy and any variation in exchange rates. We also reserve the right to notify you of any errors in pricing prior to product dispatch. In such event if you choose to continue with fulfilment of the order, you acknowledge that the Product will be provided in accordance with such corrected price.
- 6.5. Where any Product supplied is or includes software ("Software"), this Software is licensed by us or by the relevant licensor/owner subject to the relevant end-user license agreement or other licence terms included with Software ("License Terms") and/or the Product. Such Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that (i) this is permitted in the License Terms, or (ii) applicable law expressly mandates such a right.
- 6.6. For technical questions to the product you purchased, please contact the vendor directly. Please note that the support from the vendor may be in English based on the country the vendor is from.
- 6.7. If the wrong product is supplied or if the product is in any way faulty or damaged, The IIA SA will exchange it for the correct one. The IIA SA will make a reasonable effort to exchange the product, but if replacement is not possible, the IIA SA will refund the purchase price including delivery cost within 30 days.
- 6.8. If the user is not satisfied with his/her choice and the product is still in mint condition, the user may return it and the IIA SA will refund the purchase price - excluding delivery costs within 30 days.
- 6.9. Note that once opened, the following types of goods will not be accepted for a refund and will only be replaced with another copy of the same product: audio tapes, CDs, videos, DVDs and computer software.

7. Privacy and Usage of Information

- 7.1. Any Member Information that you disclose may be used by the IIA SA, its agents and contractors (for example to process conference registrations) in relation to the provision of services accessible on the Website, including communication activities in relation to the Website.
 - 7.1.1. Where access to member information is disclosed to third parties, the IIA SA ensures that the terms of use of the information are strictly adhered to via a non-disclosure agreement, which includes a review of privacy policies.
- 7.2. Your use of the Website does not grant to you any ownership or like interest in any content, code, data or materials you may access on or through the Website or any intellectual property rights subsisting in any of those things.
- 7.3. The trademarks, logos, service marks and trade names (collectively the **Trademarks**) displayed on the Website are, unless otherwise stated, the registered and unregistered Trademarks of the IIA SA and MoU Partners. A Trademark may not be used by you without the approval of its owner.

- 7.4. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the written permission of its owner.

8. Refunds and Credits

- 8.1. There is no obligation to provide a refund or credit for reasons including (but not limited to) if you:
- 8.1.1. have changed your mind about a Product;
 - 8.1.2. bought a Product by mistake;
 - 8.1.3. do not have sufficient expertise to use the Product;
- 8.2. When a refund or credit has been assessed by us as due, the payment would be made to the original purchaser in the manner deemed most efficient and effective for both parties.
- 8.3. You acknowledge and agree that despite the IIA SAs reasonable precautions, Products may be listed at an incorrect price or with incorrect information due to a typographical error or similar oversight. In these circumstances, the IIA SA reserves the right to cancel or reverse a transaction, even after your order has been confirmed and a payment has been processed. If a transaction is cancelled, the IIA SA will promptly arrange for any payment to be credited or refunded.

9. Data Purpose and Usage

- 9.1. Individuals who register for use of the Website shall supply all information requested by the IIA SA. The purposes for which Data may be Processed by the IIA SA or by a recipient of Data may include:
- 9.1.1. ascertain eligibility to becoming a member;
 - 9.1.2. meet with set down requirements for becoming a member;
 - 9.1.3. providing Services to Members;
 - 9.1.4. making changes to Services and developing new Services;
 - 9.1.5. accounting and audit, safety and security, fraud prevention and investigation, and systems testing, development and maintenance;
 - 9.1.6. the management and administration of the membership, certification, Continuing Professional Development records;
 - 9.1.7. credit checking and credit scoring where permitted;
 - 9.1.8. customer profiling and other marketing and market research analysis;
 - 9.1.9. communicating to Members information about the IIA SA (by the IIA SA or on behalf of the IIA Global, IIA SA Partners and third party service providers), including information about membership benefits, using any contact details provided;
 - 9.1.10. communicating to Members about other products, services or facilities offered by the IIA SA, Partners or other carefully selected companies, using any contact details provided;

- 9.1.11. we will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by the IIA SA will only be in connection with services related to your membership of the IIA SA;
 - 9.1.12. conducting market research; and
 - 9.1.13. any other purpose which is obvious or is communicated to the Member.
- 9.2. The Data which is Processed by the IIA SA in connection with Members may include:
 - 9.2.1. Membership Data and Data concerning the usage of IIA SA services;
 - 9.2.2. Data about services used or undertaken by the Member including Data identifying any company or organisation making bookings on behalf of the member;
 - 9.2.3. Data supplied by the Member;
 - 9.2.4. Data collected when the Member is provided with Services; and
 - 9.2.5. Data collected when the Member is otherwise in contact with the IIA SA or a Service Partner (such as Data about use of the website).
 - 9.2.6. The IIA SA may link together Data obtained from a number of sources or combine Data with data held on other databases in order to differentiate between categories of Members
- 9.3. Individuals who register to the Website consent to:
 - 9.3.1. their Data being supplied to the IIA SA, Subsidiaries, Service Partners, Marketing Partners, data processors, agents and contractors;
 - 9.3.2. the transmission of their membership details to IIA Inc. which is located outside the borders of the Republic of South Africa. This being for the sole purpose of processing Global membership, exam registrations, maintenance of continuing Professional Development records and any other business of IIA SA.
 - 9.3.3. the processing of any sensitive data included in their Data (such as data regarding ethics or criminal violations).
 - 9.3.4. receiving marketing and market research communications.
- 9.4. Before any Data relating to a Member is disclosed to a Member by the IIA SA, the Member may be asked security questions which may require him/her to confirm his/her identity by providing information held by the IIA SA about that Member.
- 9.5. As part of the Membership Application process the IIA SA requests information on any prior criminal activity / history. This information is used for the sole purpose of determining membership eligibility.
- 9.6. Members are responsible for the security of their online logons and passwords and the IIA SA shall have no liability in the event that a Member's logon and/or password is disclosed by the Member, whether intentionally or not, so as to allow a third person online access to the Data and to make any transactions. The IIA SA reserves the right to block online access to Data.