



## **RECITALS**

### Software as a Service Agreement

THIS AGREEMENT IS SUBJECT TO THE EYEBRAINGYM LICENSE AGREEMENT HEADED AS 'TERMS AND CONDITIONS' ON THE [EYEBRAINGYM.COM](http://EYEBRAINGYM.COM) WEBSITE AND THIS AGREEMENT IS SEEN AS AN ADDENDUM TO THE ORIGINAL TERMS AND CONDITIONS FOR ALL DESTINY LIGHTS TUITION CENTRE USERS.

## **WHEREBY IT IS AGREED AS FOLLOWS:**

### **1. Definitions & Abbreviations**

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.
  - 1.1.1. "EBG" means eyebraingym.
  - 1.1.2. "DL" means Destiny Lights Tuition Centre.
  - 1.1.3. "Customer" means, in the case of a business or educational institution the entity that purchases the "Seat/s" to be used by their staff or students; in the case of a private person the person who purchases the "Seat" for private use;
  - 1.1.4. "Seat(s)" means the actual EBG online software program that the client pays for and uses as training application.
  - 1.1.5. "PlaceMe" is the placement evaluation that is required to be done before the Customer can proceed with the actual EBG program.

### **2. Payment Terms**

The following shall apply:

- 2.1. PlaceMe is done for free, but the Customer must register for this on the DL website.
- 2.2. A minimal fee may be charged by DL for a comprehensive feedback of PlaceMe evaluations for the Client. This fee is charged per person and should be requested when the Client registers for PlaceMe.
- 2.3. The Customer is not required to purchase any Seat(s) after the PlaceMe has been completed, if they do not want to continue with the EBG program.
- 2.4. The Customer shall be required to pay the full Seat/s to DL before they will be able to continue with the EBG program.
- 2.5. Payment shall be made via Electronic Fund Transfer (EFT). Once the payment reflects in DL account, the Seat/s will be released to the Customer.

### 3. Refunds

- 3.1. Due to the digital and online nature of the EGB online program, refunds cannot be given to Clients once the Seat(s) has/have been activated. However, DL will refund or replace the Clients Seat(s), but only if it is defective.
- 3.2. Any defect shall be dealt with as follows:
  - 3.2.1. Should the Client experience any problems in using the EGB program or if the program is defective in another way, this should be reported to DL as soon as reasonably possible.
  - 3.2.2. The Service Provider will then investigate the possible cause(s) of the problem and how to rectify the problem(s).
  - 3.2.3. If the Seat(s) is defective, and cannot be rectified, we will replace it.
  - 3.2.4. Where such replacement is not possible:
    - 3.2.4.1. We will credit your account with the purchase price of the defective Seat(s) or
    - 3.2.4.2. We will refund you if that is your preference.