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Good day Institutions & Users

These terms of service (the “**Terms**”) set out the terms and conditions by which MyHygro offers you access to use and enjoy our Online distance learning Platform. My Hygro is a South African company headquartered in Eloff Mpumalanga with offices and operations in various provinces in South Africa. If the term is used “MyHygro,” we’re referring to the MyHygro entity responsible for providing the Online training Services in your region.

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1. YOUR ACCOUNT

1.1. Am I eligible to create an account and use the MyHygro Services?

To create an account and use the MyHygro Services, you must: (i) be an Institution or business. You may not create or use an account or use any of the MyHygro Services on behalf of any other person or other legal entity or for a commercial purpose.

1.2. I have a ton of different email accounts. Does it matter which one I use to register my account? (Yes. Otherwise, you might miss important notices!)

We send account, legal and service-related notices to the email address registered to your account. These notifications may be important (e.g., a notification that we intend to terminate your account for inactivity) so you must keep the email address associated with your account current and (if we ask) verified.

1.4. Can I share or sell my account or login credentials? (No.)

When you create an account with us, we require you to select a unique username and password (collectively, your “**Login Credentials**”). You agree that:

- You can't share your account or Login Credentials with anyone.
- You can't sell, transfer or allow any other person to access your account or Login Credentials, or offer to do so.
- You must keep your Login Credentials secret.

You must notify us immediately if you become aware of any breach of security, including any unauthorized account access or any loss, theft or unauthorized use or disclosure of your Login Credentials or payment info so we can take appropriate steps. You are responsible for all losses (including loss or use of Virtual Content) on your account where you have shared your Login Credentials or have failed to keep your account or Login Credentials secure.

2. ACCOUNT TERMINATION

2.1. How can my account be suspended or terminated?

2.1.1. **You.** You may terminate or suspend your account at any time by contacting Technical support at jan@hygro.co.za

2.1.2. **Us.** We may terminate or suspend your account without notice to you if we reasonably determine, that:

1. you have breached any part of these Terms (including the User Rules); you have failed to pay any fees you owe us (except in cases of our gross negligence or wilful misconduct) or we have to refund someone due to unauthorized use of a payment made to your account.

If you think that we have made a mistake, please Contact Us with details and we will review your case, though we may suspend your account during our review. You can also challenge our determinations.

2.2. Will MyHygro maintain my account forever, even if I stop using it? (If you abandon your account for an exceptionally long period of time, we may terminate it after giving you notice and an opportunity to re-activate it.)

If you do not use your account for a prolonged period, we reserve the right to take measures against your account, including suspension or termination. If we plan to take measures against your account based on prolonged period of inactivity, we will let you know first (e.g., by email to the email address registered to your account) and give you ample opportunity to avoid such measures (e.g., deletion of your account).

2.3. What happens if MyHygro terminates my account?

If your account is terminated, you'll no longer have access to your account, including any of the associated data or Virtual Content.

- You'll not be entitled to any refunds and we'll have no liability to you; and
- We also reserve the right to terminate any other accounts you may have created, as well as your access to any other MyHygro Services (also without any refunds or liability to you).

You understand and agree that using the MyHygro Services comes with the risk that your account may be terminated or suspended in accordance with these Terms and that, whenever you use the MyHygro Services, you'll bear this risk in mind and always conduct yourself appropriately.

3. LIMITED LICENSE

3.1. What can I do with the MyHygro Services?

We grant you a limited, non-exclusive, non-transferable, revocable license to use and enjoy the MyHygro Services (and any Virtual Content) for your individual, non-commercial, entertainment purposes only and expressly conditioned upon your compliance with these Terms. If we terminate your account, any license granted by us to you in the MyHygro Services and any Virtual Content ends immediately. Unless otherwise expressly authorized by us in a signed written contract, you may not sell, copy, exchange, loan, reverse engineer, decompile, derive source code from, translate, lease, grant a security interest in, transfer, publish, assign or otherwise distribute any of the MyHygro Services' intellectual property, including any of our computer code or Virtual Content.

3.2. Can I do stuff with MyHygro's intellectual property? (We reserve all the rights to our IP)

We (and our licensors) own and reserve all rights, title and interest in and to the MyHygro Services, and all data and content posted, generated, provided or otherwise made available in or through the MyHygro Services, including, user accounts, computer code, titles, and objects.

You also agree that unless we grant you a license, in a written contract signed by us, you may never use any of our trademarks, service marks, trade names, logos, domain names, taglines, or trade dress. Any reproduction, redistribution, or modification of the MyHygro Services, or use of the MyHygro Services not in accordance with these Terms, is expressly prohibited and may result in severe civil and/or criminal penalties.

4.PURCHASES

You acknowledge and agree that you have no title, ownership, or other proprietary interest in any Platform function/content regardless of any consideration offered or paid in exchange. Furthermore, except in cases of wilful misconduct or gross negligence, or to the extent these Terms say otherwise, MyHygro (a Online Student platform) shall not be liable in any manner for the destruction, deletion, modification, impairment, hacking, or any other damage or loss of any kind caused to Virtual Content/Documentation, including the deletion of Virtual Content upon the termination or expiration of your account or our reasonable changes to the MyHygro Services.

4.5. Will my Virtual Content always be available? (Not necessarily, no.)

In an effort to constantly improve the MyHygro Services, evolve our Online Long distance learning platform and keep the MyHygro Services, safe, fun, and secure, we have the right to delete, alter, move, remove, re-package, re-price, or transfer any and all MyHygro Content/Services. We do not provide or guarantee, and expressly disclaim, any value, cash or otherwise, attributed to any data residing on servers we operate or control, including any content attributed to your account. If we allow the sale or transfer of your right to access content or Virtual Content, it may only be conducted via services approved or provided by us, if any.

5. FEES & TAXES

Subject to applicable law, any applicable fees and other charges for fee-based services are payable in advance and aren't refundable in whole or in part except as expressly provided in these Terms. Except in cases of MyHygro's gross negligence, or wilful misconduct or to the extent these Terms say otherwise, you are fully liable for all charges to your account, including any unauthorized charges.

6. UNSOLICITED IDEA SUBMISSION POLICY

6.1. Can I submit ideas for improving the MyHygro Platform?

We value your feedback on the MyHygro Services, but please do not submit any creative ideas, suggestions, or materials to us (collectively, "**Unsolicited Ideas**"). We may freely use any Unsolicited Ideas you provide. This policy is aimed at avoiding potential misunderstandings or disputes when the MyHygro Services might seem similar to Unsolicited Ideas that people submit.

You may not have any legal rights in the Unsolicited Ideas you insist on sending to us, but if you do, we will be allowed to use all or some of your Unsolicited Ideas for any reason we choose and without any payment to you.

In legal terms, this means that if you submit Unsolicited Ideas to us, then you grant us a worldwide, perpetual, irrevocable, sublicensable, transferable, assignable, non-exclusive, and royalty-free right and license to use, reproduce, distribute, adapt, modify, translate, create derivative works based upon, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, and import your Unsolicited Ideas, including all copyrights, trademarks, trade secrets, patents, designs, industrial rights, and all other intellectual and proprietary rights related to them, in any media now known or in the future developed, for any purpose whatsoever, commercial or otherwise, including giving the Unsolicited Ideas to others, without any compensation to you. To the extent necessary, you agree that you undertake to execute and deliver any and all documents and perform any and all actions necessary

or desirable to ensure that the rights to use the Unsolicited Ideas granted to us as specified above are valid, effective, and enforceable and you waive and agree never to assert those rights to the maximum extent permitted by the laws of your jurisdiction.

7. USER RULES

7.1 Can I Threaten or harass people while using the MyHygro Services? (No. If you do, we might act such as suspending your account.)

While using the MyHygro Services, you must comply with all laws, rules and regulations in the jurisdiction in which you reside. You must also comply with the acceptable use and behavioural policies that we publish from time to time and the behavioural rules listed below (collectively the “**User Rules**”).

The following are examples of behaviour that warrant disciplinary measures:

1. Impersonating any person, business or entity, including an employee of MyHygro, or communicating in any way that makes it appear that the communication originates from MyHygro;
2. Publicly posting identifying info about yourself, MyHygro employees, or other Users/Students
3. Harassing, stalking, or threatening other users/Students or MyHygro employees.
4. Removing, altering, or concealing any copyright, trademark, patent, or other proprietary rights notice of MyHygro contained within the My Hygro Services Services. You also may not transmit content that violates or infringes the rights of others, including patent, trademark, trade secret, copyright, publicity, personal rights, or other rights.
5. Transmitting or communicating any content which we reasonably believe to be offensive to Users/Students, including language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, or racially, ethically, or otherwise objectionable.
6. Transmitting or facilitating the transmission of any content that contains a virus, corrupted data, trojan horse, bot keystroke logger, worm, time bomb, cancelbot or other computer programming routines that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, scrape or expropriate any system, data or personal info;

7. Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by MyHygro or any third party to protect the MyHygro Services;

8. Participating in any action which we reasonably believe does or may defraud any other user/Student, including by scamming or social engineering.

9. Using any unauthorized third party programs, including mods, hacks, and automation programs that interact with the MyHygro Services in any way, for any purpose, including any unauthorized third party programs that intercept, emulate, or redirect any communication relating to the MyHygro Services and any unauthorized third party programs that collect info about the MyHygro Services by reading areas of memory used by the MyHygro Services to store info;

10. Accessing or attempting to access areas of the MyHygro Services that are not made available to the public.

11. Using another person's account

12. Inducing or encouraging others to breach the User Rules or these Terms