

GENERAL TERMS AND CONDITIONS OF USE

Last updated: {7 May 2020}

VIRTUAL READING GYM ("VRG")

Thank you for visiting www.thevirtualreadinggym.co.za (the "Website"). This Website is owned by VRG (Pty) Ltd.

BACKGROUND INFORMATION

VRG is a patented online remedial reading programme for children and adult delayed readers.

VRG was developed by speech pathologist Elizabeth Nadler- Nir, David Lewis and Natalia Pereira. Elizabeth Nadler-Nir (MSc Speech Language Pathology, University of Cape Town) is the inventor of the programme and she has over twenty years of experience in working and training in multi-disciplinary fields of speech therapy and pathology within her own practice, schools, NGO's and higher learning institutions.

For purposes of these General Terms and Conditions of Use, any reference to "we", "our" or "us" is a reference to VRG (Pty) Ltd. Any reference to "you" or "your" is a reference to the user of this website and/ or the registrant of the programme. Any reference to "the registrant" is a reference to an individual or duly authorised representative of a school or organisation who registers for the programme. Any reference to "the programme" is a reference to the VRG remedial reading programme.

ACCEPTANCE

Please read these General Terms and Conditions of Use, the Specific Terms and Conditions for parents, guardians, professionals, organisations or schools respectively together with our Privacy Policy and note that by marking of the **I ACCEPT** box of the relevant terms and conditions on the registration form you agree to bound by these terms and conditions.

Please note that if you do not agree to all the terms and conditions and further terms and conditions as contained in the Privacy Policy, you may not continue to use the VRG programme or website.

THE PROGRAMME

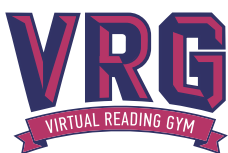
The programme can be accessed via a URL, details of which are provided upon registration and activation of the account by us.

The programme is an online remedial reading programme for delayed or reluctant readers. The reader works alongside a reading partner who could be a speech therapist, parent, teacher or a committed older child. The reader works through a series of reading passages wherein speed, accuracy and comprehension are measured. The programme is unique in that it stores the reader's errors and provides training related to those errors. The programme is set against a game and reward system.

Progress will be determined by improvements or changes by words per minute, comprehension and accuracy.

REGISTRATION AND PAYMENT FOR ACTIVATION

Once a decision is made to commence with the VRG programme, the registrant must first ensure that they are familiar with all the General and respective Specific Terms and Conditions of Use as set out herein as well as the Privacy Policy. All of which must be accepted prior to registration and or registering the reader online.



Directors: Natalia Pereira, David Lewis | Consultant: Elizabeth Nadler-Nir (MSc Speech-language Therapist)

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The registration process will prompt the entry of certain personal information relating to the registrant as well as the reader.

Registration will entitle the registrant in relation to the reader/s to:

1. access the online VRG programme or on a network per your referenced registration option;
2. track progress online;
3. view and print progress reports;
4. access and view the instructional videos; and
5. supervisor and monitor progress within a school or an organisation.

PAYMENT OPTIONS FOR VRG

The registrant will be prompted as to which payment option they wish to select on the registration form.. Please read the specific terms and conditions relevant to you or your school or organisation.

YOUR ACCOUNT

Registration will be confirmed via email and you will be provided with a password and login details during the launch phase and thereafter be required to create a password against allocated login details. Please note that these details must be kept safe offline. We encourage making use of a password including at least six (6) characters, one upper case letter, one numeral and one symbol. We further recommend that you consider changing your password from time to time.

You are responsible for ensuring confidentiality for your account and will immediately notify VRG of any unauthorised use of Your Account or any other breach of security. VRG will not be liable for any loss or damage arising from your failure to comply herewith.

VRG has put measures into place to protect and prevent unauthorised access, use or disclosure of your personal identifiable information. These measures have been set out in the Privacy Policy. However, please note that personal identifiable information on our servers, or that of third parties, which we use, are vulnerable to attack and cannot be guaranteed to be secure.

Please note that submissions made via email are not protected by encryption and are vulnerable to interception during transmission.

Although all reasonable efforts have been made to ensure security and safety of personal identifiable information, transmissions made on or through the internet or stored on servers, we disclaim responsibility for any and all negligent acts that may result in the disclosure of your personal identifiable information.

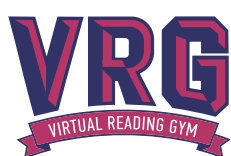
TERM OF REGISTRATION

Your VRG Account will be valid for the duration of the selected period on the registration form. Reader Accounts are not transferable even between your own registrant accounts.

For refund enquiries contact us at info@virtualreadinggym.co.za.

TERMINATION AND SUSPENSION OF ACCOUNTS

We reserve the right to suspend and terminate any Account that has been inactive for six (6) months or more. Furthermore, we reserve our right to terminate or suspend your Account if we determine, through reasonable investigation and enquiries, that you have breached these Terms and Conditions of Use, or that your conduct violates applicable laws or is otherwise harmful to our, or other third parties' interests, or if we decide to cease our products or services or products or services in connection with this website.



COMMUNICATIONS

By providing your email address through the registration process, you the registrant consent to receive emails from us relating to progress of the reader, updates to the programme and to receiving promotional material as well as any news or updates to the programmes or website content.

You may at any time opt out of such emails by emailing us at info@virtualreadinggym.co.za.

PRIVACY POLICY

These Terms and Conditions of Use incorporate herein by reference thereto our Privacy Policy which can be accessed by [clicking here](#). This Privacy Policy provides further terms and conditions related to our use, collection and disclosure of your personal information. In the event of any changes being made to the Privacy Policy, we will post the revised version on our website and notify you of same for your acceptance.

THIRD PARTY LINKS

Should any third party web link be provided on this website any such link does not represent an endorsement or responsibility for the content of such website on our part. We make no warranties or representations, whether express or implied or statutory as to such third party website.

INTELLECTUAL PROPERTY

All the intellectual property including all patentable subject matter, copyrighted works, trade marks including THE VIRTUAL READING GYM, VRG, WHERE ERRORS ARE TREASURES, THE VIRTUAL READING GYM Logo and VRG Logo, website content and information, domain names and the name VIRTUAL READING GYM and VRG is owned by VRG (Pty) Ltd.

Any unauthorised use of this website or programme is strictly prohibited and use of this website, and or programme does not grant you a licence to any content or material on this website and or VRG programme. You undertake not to challenge any intellectual property rights vesting with VRG (Pty) Ltd.

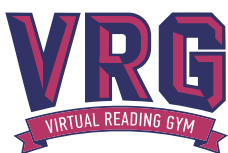
You undertake to not amend, reproduce, publish, distribute, display, make derivative works or transmit any content or information on this website, method, product or Lesson Plan and not to sell, lease, resell any product or services obtained from this website and or programme without our written permission.

These Terms and Conditions of Use allow you to access and use this website and or programme subsequent to registration and login. You may print copies of the website pages and or progress reports for your own personal and non-commercial use.

USE OF THE WEBSITE AND OR PROGRAMME

You may only use this website and or programme for lawful purposes. You are not allowed to:

1. modify, link to, distribute, exploit, commercialise or alter the website and or programme or reports or any of the content relating to all the aforementioned;
2. attempt to circumvent the security systems of this website;
3. incorporate any part of the website and or programme content in any other publication;
4. attempt to collect information about other readers and or registrants including passwords and or personal identifiable information by any means whatsoever including but not limited to use by email communication or use of the website;
5. upload or submit any data or information that contains viruses or any other computer code, corrupt files or programmes designed to interrupt, destroy or limit the software, network, servers or hardware or other equipment;



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6. attempt to gain access to this website in a fraudulent manner;
7. perform any act which may not be considered fair use;
8. Use this website and or programme in such a way as to offend or interfere with the use of the product or the use by another user, registrant and or reader of this website and or programme.

DISCLAIMERS

The use of this website and or the programme is at your own risk and on an “as is” basis without warranties or representations of any kind.

We shall not be liable for any loss, liability, expense, claim, penalty or damage suffered due to the use of other websites to which a link is provided on our website.

We shall not be liable for unavailability, interruption, downtime, malfunction, or failure of this website for any reason whatsoever.

LIMITATION OF LIABILITY

VRG (Pty) Ltd will be under no obligation whatsoever, nor be responsible to you for any expense, loss, damages or injury of any kind to person or property (including, without limitation, any loss of profit or consequential damages) howsoever sustained or suffered by you, or any third party, arising or incurred in connection with the use of this website and or programme by yourself.

To the fullest extent permitted by law, in the event that any or all of the limitations of our liability in terms of these Terms and Conditions of Use and Privacy Policy are found to be unenforceable or invalid by a competent South African court or authority, our cumulative liability to you will not exceed R15000 (fifteen thousand rand) per registrant under any circumstances whatsoever.

APPLICABLE LAW

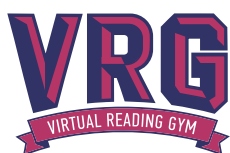
These terms and conditions shall be governed in accordance with the laws of the Republic of South Africa. The user or registrant is deemed to hereby consent to the exclusive jurisdiction of the courts of South Africa in respect of any disputes arising out of or in connection with the Terms and Conditions of the website, programme for specific registrants or any further terms and conditions referenced on this website or programme or any matter related to or in connection herewith.

GENERAL

All correspondence relating to this website should be addressed to info@virtualreadinggym.co.za. For further information, please contact us at info@virtualreadinggym.co.za.

For complaints, please contact us at info@virtualreadinggym.co.za.

In addition to the above General Terms and Conditions please read through the Specific Terms and Conditions applicable to you below - Parents, Professionals, Schools or Organisations.



SPECIFIC TERMS AND CONDITIONS FOR PARENTS/GUARDIANS USING VRG AT HOME

1. Readers need to have at least an early grade 2 reading ability.
2. The Parent/Guardian and reader will use the programme on the understanding that VRG is continually being improved upon and developed, for example :
 - a. word definitions of a dictionary is ongoing without impacting the functioning of the programme;
 - b. use of instructional videos for parents is being tested, and any feedback is welcome.
3. VRG is a patented product in South Africa. All Intellectual Property pertaining to the programme including, trade marks, patents, copyright and know-how belong to and is the property of VRG and no part thereof may be copied or reproduced for any reason whatsoever without the express written permission of a duly represented director of the company.
4. **The Parent/Guardian and VRG undertakes the following:**
 - a. The Parent/Guardian shall not disclose nor make any use whatsoever of information and data relating to the product except for the purpose of assessing the reading intervention of the reader involved in the programme.
 - b. VRG will keep the identity of the reader confidential and will not reveal same to any third party.
 - c. The Parent/Guardian and reader agree that VRG may use data relating to the readers age and progress to a third party and for research and development purposes.

5. Requirements and Best Practice Notes:

The Parent/Guardian must follow the requirements and as far as possible take note of and follow the best practice rules set out below to obtain the best possible benefit for the reader

a. To access VRG:

Type address into a current browser, NOT GOOGLE!

Make sure reader has at least a basic grade 2 reading ability

b. How to use it:

Don't do more than 2 to 3 sessions of 20 to 30 minutes per week. Encourage repeated reading for the reader.

For use on Tablets, iPads, Laptops, Desktops.

Parent/Guardian or reading partner must carefully read through the website, watch the instructional videos prior to and during use of the programme for guidance.

Use for at least 6 months use.

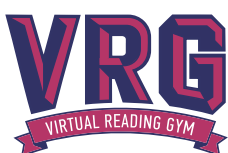
c. Must have:

Internet access

Current browser e.g. Chrome, Firefox

Access to sound

Access to YouTube

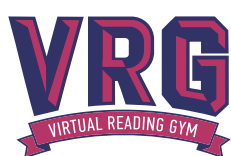


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6. Please note that the month will commence on the day on which we activate your account subsequent to receipt by VRG of the registration form and proof of payment. By way of example, if a three month subscription is activated on 8 August 2017 it will run up to and including 8 November 2017.
7. If while using the programme as per your indicated term you wish to extend by a further 3 month period please provide us with notice to extend two weeks prior to expiration of the account as well as the proof of payment to extend by a further three months. Send this information to info@virtualreadinggym.co.za.
8. VRG will upon receipt of proof of payment activate the relevant accounts for use.
9. Payment is to be made into VRG's bank account, the details of which will be provided.
10. Proof of payment is to be sent to Alison Arnott at info@virtualreadinggym.co.za
11. All questions and feedback can be addressed to info@virtualreadinggym.co.za



SPECIFIC TERMS AND CONDITIONS FOR SCHOOLS, THERAPISTS AND ORGANISATIONS

1. Readers need to have at least an early grade 2 reading ability.
2. The School/Organisation/Therapist or Therapist Practice and its selected reading partners will use the programme on the understanding that VRG is continually being improved upon and developed, for example :
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4. **The School, Organisation or Therapist/Therapy Practice and VRG undertakes the following:**
 - a. The School/Organisation/ Therapist or Therapist Practice shall not disclose nor make any use whatsoever of information and data relating to the product except for the purpose of assessing the reading intervention of the reader/s involved in the programme.
 - b. VRG will keep the identity of the reader/s confidential and will not reveal same to any third party.
 - c. The School/Organisation/Therapist or Therapist Practice agree that VRG may use data relating to the readers age and progress to a third party and for research and development purposes.

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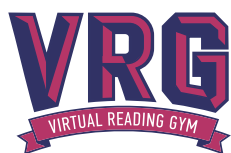
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