

CENTRE OF SENSE

WEBSITE TERMS OF USE

Last updated: 1 July 2026

1. INTRODUCTION

- 1.1. This Website can be accessed at [\[https://www.centreofsense.com/\]](https://www.centreofsense.com/) ("Website") and is owned by Centre of Sense ("COS", "We", "Us" and "Our").
- 1.2. The terms of use set out herein ("Terms of Use") apply in addition to our privacy policy ("Privacy Policy"), which may be accessed at on our Website. These Terms of Use are entered into between COS and every person that visits the Website ("You", "Your" or "User"). For purposes of these Terms of Use, the User and COS shall hereinafter collectively be referred to as the "Parties".
- 1.3. You may not access or use this Website for any purpose other than for viewing the services offered on it in the normal manner. You must not Use the Website in any manner of form, in whole or in part for the purpose of redistributing or otherwise using any of our content for your own or another's business purposes unless you are expressly licensed thereto by us in writing.
- 1.4. For the purposes hereof, the term "Use", "Used" and "Using" includes accessing the Website and/or browsing via the Website, regardless of the device, type and place of connection used to access the Website (computer, tablet or Smartphone), connection type (private connection, connection to a third party or public Wi-Fi) and the place of connection (from South Africa or abroad).
- 1.5. By Using the Website, You accept and agree to be bound by these Terms of Use and our Privacy Policy, without modification. You understand that these Terms of Use may change from time to time. As such, the Terms of Use applicable shall be those terms in force as at the date of Use of the Website. It is Your responsibility to familiarize Yourself with the most recent terms and conditions every time you enter the Website. If you do not accept Our terms and conditions of use, You may not access our Website or use any of the services available on the Website.
- 1.6. The effect of this clause is that by using the Website, or purchasing goods or services from Us, it will be presumed that You have read and understood these Terms of Service and that you agree to comply with them.

2. TERMS AND CONDITIONS OF USE

- 2.1. Minors are required to seek the assistance of their parents or legal guardians should they wish to browse and/or make purchases on the Website. COS shall not be held liable for any claim arising out of the incorrect or improper Use of the Website.
- 2.2. Access to the services offered by COS requires to User to share personal information about themselves and their children or other person who may participate in the services. The User agrees to provide accurate, complete and current information and shall not impersonate any third party or misrepresent either himself/herself. To the extent that You impersonate any third party

and/or misrepresent Yourself, COS reserves the right to suspend or terminate its services with you.

- 2.3. When You use the Website and/or send emails (or any forms of communication) to COS, you acknowledge that you are communicating with COS using electronic records. In turn, COS may also communicate with you through email and other forms of communication in response to any of your queries.
- 2.4. You will be held liable for the maintenance of all confidentiality of Your username and password for Your COS account. You will also be responsible for all activities that occur on the Website under your username.
- 2.5. Please refer to Our Privacy Policy document for information on how COS will manage and protect Your personal data (which shall include Your personal information, and has the meaning as set out in the Protection of Personal Information Act No. 4 of 2013 ("POPI") ("Data").
- 2.6. We have made every effort to ensure that the information on our services displayed on our Website, in Our promotional material, or any other form of communication to You, is accurate. However, we do not warrant or guarantee the accuracy, completeness, or reliability of this information. To the fullest extent permitted by law, we disclaim all liability for any errors or omissions in the information provided and shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to the use of, or reliance on, such information. We encourage you to verify any information before relying on it, and we reserve the right to make corrections and updates at any time without notice.
- 2.7. In the event that We identify an inadvertent and obvious error in the service description, price, or image, We will not be obliged to provide the affected service to You. We will correct and notify You of any errors as soon as reasonably practicable.
- 2.8. We reserve the right to discontinue or change the specifications of our Services from time to time without notice.
- 2.9. Where a service is rendered by a third party, We may nevertheless invoice you for their services to ensure a single contact point and to ensure a smooth customer journey. However please note that when services are performed by a third party (even if We invoice you directly), We will not be liable for the obligations of a third party – You will only have a claim against the service provider directly.
- 2.10. The User agrees when using the Website not to:
 - 2.10.1. commit any illegal act or violate any law, ordinance or regulation;
 - 2.10.2. remove or collect personal information of other Users of the Website by any means;
 - 2.10.3. retrieve, save or exploit any content for any purpose, without prior authorisation;
 - 2.10.4. Post Content that will give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever;

- 2.10.5. Store, broadcast or publish any defamatory, unlawful, harmful, abusive, racist, hateful, revisionist, indecent Content or anything that may infringe on the intellectual property, proprietary rights or privacy rights of third parties.
 - 2.10.6. Store, distribute or publish any information revealing, directly or indirectly, political, philosophical or religious opinions, trade union membership, health condition or sexual orientation of any person, including himself/herself;
 - 2.10.7. Add content to the account of a third party;
 - 2.10.8. Do anything that could restrict or inhibit the use or enjoyment of this Website by any other person;
 - 2.10.9. Impersonate a third party and/or publish any personal information to a third party; and
 - 2.10.10. Store, distribute or publish any element that may infringe, directly or indirectly, the interests of COS and/or any other person.
- 2.11. More generally, the User agrees to refrain from any behaviour that may be contrary to the values of COS.
- 2.12. We reserve the right to change displayed pricing, however you will be charged the displayed price unless there is an obvious and inadvertent error in the price.
- 2.13. Once Your payment has been successfully processed, We will confirm and secure Your place in the selected workshop, programme or session. If, due to limited capacity or unforeseen circumstances, We are unable to provide the workshop, programme or session booked, We will notify You promptly. You may then elect to receive a full refund of the fees paid or transfer Your booking to another available workshop, programme or session of the same value.

3. INTELLECTUAL PROPERTY

3.1. Content Posted on the Website

The Content posted on the Website is subject to property rights protected under intellectual property laws, including, *inter alia*, copyright, designs, trademarks, domain names, patents, know-how, software or database rights. COS retains ownership of all such Content displayed on the Website and any associated rights.

3.2. Content posted by Users

- 3.2.1. Any Content published by You on the Website may be subject to property rights, intellectual property rights, image rights or other rights. Such Content shall remain the property of the User, subject to the User granting COS a worldwide, non-exclusive, perpetual, royalty free, fully-paid and irrevocable license to use, publish, display, reproduce, modify, edit, sub-license or otherwise use the Content for the purposes forth in these Terms of Use.
- 3.2.2. You acknowledge, agree and warrant that You possess all necessary rights and authorizations to any Content published by You on the Website, By such a publication on the Website, Users are aware of potential liability as a publisher of content within the meaning of the law.

- 3.2.3. Should You upload any Content in breach of these terms, COS shall terminate Your profile with immediate effect.
- 3.2.4. By uploading any Content onto the Website, You accept that Your name may, from time to time, be associated with such Content.

4. LIMITATION OF LIABILITY

- 4.1. Access to and use of the Website is at the sole risk of the User. You accept that, from time to time, the Website may contain links to third party websites ("Third Party Links"). By clicking on these Third Party Links, You acknowledge that COS cannot guarantee the contents thereof. In these circumstances, You agree to access these Third Party Links at Your own risk. Accordingly, COS shall not be held liable for any damages resulting from any access to and/or use of third party websites via the Website including any information it may contain.
- 4.2. The User hereby agrees and understands that, from time to time, COS may have to temporarily suspend access to the Website for technical reasons, including, but not limited to maintenance. As such, You accept that these interruptions may occur from time to time and waive any claim You may have in this regard.
- 4.3. You hereby acknowledge the characteristics and limitations inherent with the Internet, which shall include, without limitation, to technologies regarding response time, technical performance, the risk of interruption and, more generally, any risk involved in the transmission of any Data. As such, COS cannot be held liable for:
 - 4.3.1. Information available on the Website not posted by COS;
 - 4.3.2. Any malfunction of the network that may prevent the proper functioning of the Website;
 - 4.3.3. Loss of any Data;
 - 4.3.4. Any software malfunction;
 - 4.3.5. The consequences of any computer virus, computer bug, anomaly or failure; and
 - 4.3.6. Any damage to the User's computer.
- 4.4. Furthermore, COS shall not be held liable for any Content that is edited/manipulated by any third party (including any or other user).
- 4.5. COS is not required to exercise prior control/scrutiny over the quality, safety, truth or accuracy of the Content posted by Users.
- 4.6. We shall not be liable to You or any other person in contract, delict (including for negligence) or otherwise:
 - 4.6.1. For any amount in respect of any damage or loss arising from the consequences of Your Use of or reliance on the Website the Content or the services provided, viruses received by You via the Website or of Our failure to provide the Website; or
 - 4.6.2. for any economic losses or damages, any indirect, special or consequential loss (including (without limitation) loss of data, goodwill or reputation or any wasted expenditure) including but not limited to losses arising from Your Use of or reliance on the Website or through any viruses; or

4.6.3. for any failure to perform Our obligations or failure to perform Our obligations properly as a result of Our being prevented from doing so by an event beyond Our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; the failure of third party suppliers to comply with their obligations to Us; fire; flood or storm).

4.6.4. Each provision of this clause operates separately. If any part is held by a court to become unenforceable due to voidness, invalidity, illegality or unlawfulness, , then the other parts shall be severable and shall still apply in their entirety.

4.7. By using the Website, You agree to indemnify and hold harmless COS for any damages, costs and expenses, direct and indirect, resulting from, without limitation:

4.7.1. any third party claims relating to any Content posted by You on the Website;

4.7.2. Any activity or participation on the Website by You which is contrary to these Terms of Use and/or Privacy Policy, including activities of a fraudulent nature; and

4.7.3. any other violation of these Terms of Use not specifically mentioned herein.

5. DISPUTES

Any dispute arising from or in connection with these Terms of Use shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Privacy Policy

(Version effective as of 1 July 2026)

General

This privacy policy (the “policy”) describes the principles and practices that apply to the collection and use of personal information that Centre of Sense (“COS”, “we”, “our” or “us”) collects from individuals (“user”, “you” or “your”) when contacting us electronically through any form of communication such as email, telephone, social media, or otherwise. COS is committed to safeguarding any personal information that the user shares with it.

Our primary address is located at 19 Guillaume Avenue, Bordeaux, Randburg, Johannesburg, South Africa 2194 and we will accept service of all legal documents here. You can also contact us via email on: info@centreofsense.com

This policy forms part of our agreement with you. You should read it along with the terms and conditions that apply to use of the website or any other COS services.

From time to time we may have to amend this policy to accommodate changes in our business or services or if legal requirements change. It is your responsibility to check that you have read the latest version every time you enter the website or place an order.

Consent

We collect information that you voluntarily provide to us, including when you communicate with us via forms, emails, social media platforms or other channels and when you respond to our communications or requests for information. By using either of the websites and/or applying for or enquiring about any of our products and/or services you are consenting to COS processing your personal information in accordance with applicable law. Processing of your personal information may be done by COS or on behalf of COS by third parties as set forth in this policy. By using either of the websites, you agree to the terms of this policy as updated from time to time.

We will only process your personal information for lawful purposes relating to our business if the following circumstances apply –

- If you have consented to the processing thereto;
- If processing is required to process a transaction;
- If the processing is needed to create, use or protect a right or obligation in law;
- If the processing is for statistical or research purposes;
- If the information was made public by you; or
- If the processing is required by law.

What information do we collect and how do we collect it?

General

When the user visits the website we collect information about the respective device that the user is using. This includes but is not limited to device and log information.

We may also obtain your information from (i) affiliates, (ii) business partners, (iii) regulatory authorities, (iv) credit reporting agencies, (v) service providers, (vi) attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements, (vii) payment processing service providers, merchants, banks and other persons that assist with the processing of your payment instructions, (viii) law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime, (ix) participating partners, whether retail or online, in our customer loyalty programmes (if applicable) and (x) publicly available databases, in accordance with this policy.

User

First time users and/or returning users' information may be collected through cookies and other technologies, such as information pertaining to a user's online activity, the pages of our website that the user visits, search terms and any link which the user clicks.

Should you choose to contact us for any reason via the website or through other channels, we may keep a record of your contact information as well the correspondence between you and COS.

We may collect information from other sources, such as social media platforms that share information about how you interact with our social media content and any information gathered through these channels will be governed by the privacy settings, policies and/or procedures of the applicable social media platform, which we strongly encourage you to review. We will handle any unsolicited information in accordance with law, including destroying or de-identifying such information where we are required to do so.

Why do we collect your information?

We use your personal information for legitimate business purposes as permitted by law, to:

- Help you navigate through our websites;
- Process your payment card details in order to complete a purchase;
- Process your order;
- Deliver your order;
- Interact with our users (*deal with queries, concerns or complaints*). We will not use your information for direct marketing purposes without your express consent;
- Communicate directly with you should you have any queries regarding our products or services;
- Better understand our users' needs and improve the services we offer you;
- Carry out statistical and other analysis to identify potential markets and trends, evaluate and improve our business (this includes improving existing and developing new products and services); and
- Disclose your information to the relevant authorities when we have legal duty to do so.

Without your personal information, we will not be able to provide or continue to provide you with the products or services that you require.

How do we use your information?

We will not use any personal information for any intention other than the ones stated herein. We may be obliged to share personal information to third parties such as our partners, payment merchants and consultants should this be required to process a transaction or for any other reason stated in this policy.

Lawful Extent

We may use or share your personal information:

- To protect COS and/or the website;
- To establish or exercise our legal rights;
- To respond to a breach of our website terms of use when we believe it is appropriate to protect the property and rights of COS or a third party, the safety of our company, and our customers; and/or
- To prevent, take action against, or stop fraudulent, illegal, unethical, or legally actionable activity in connection to our website, products, or services; and/or
- For other purposes as you may consent to or as may otherwise be lawfully permitted, including for purposes of protecting COS's and/or your legitimate interests and that of our suppliers and customers.

With whom do we share your information?

We may ask other organisations to provide support services to us. When we do this, they have to agree to our privacy policies if they need access to any personal information to carry out their services. We may disclose your personal information to the following third parties:

- Professional advisers, judicial, regulatory and law enforcement bodies.
- A third party that acquires all or part of our assets or shares, or that succeeds us in carrying on all or part of our business, whether by merger, acquisition, re-organisation or otherwise.
- Service Providers

We may share your information with third parties to perform and provide services to COS, including but not limited to:

- Hosting and maintaining the website;
 - Technical support
 - Database management;
 - Communication regarding an order, complaint or query;
 - Back office services;
 - Tracking website activities;
 - Marketing and distributing COS products or services;
 - Research; and/or
 - Web analytics and optimization.
- Business Partners

We may team up with other companies (“business partners”) to offer certain promotions. Should the user decide to participate in the promotions, the personal information collected from the relevant subsite will be collected by both COS and the business partner(s) participating in the promotion.

We will use that information in accordance with this policy, and our business partner will use the information according to its own privacy policy. We recommend that you always read the privacy and security notices of these business partners.

Cross Border Sharing

We will only transfer your personal information to third parties in another country in any one or more of the following circumstances:

- Where your personal information will be adequately protected under the other country’s laws or an agreement with the third-party recipient;
- Where the transfer is necessary to enter into, or perform, under a contract with you or a contract with a third party that is in your interest;
- Where you have consented to the transfer; and/or
- Where it is not reasonably practical to obtain your consent and the transfer is in your interest.

This transfer will happen within the requirements and safeguards of the law. Where possible, the party processing your personal information in the other country will agree to apply the same level of protection as available by law in your country, or if the other country’s laws provide better protection, the other country’s laws would be agreed to and applied.

We may share your personal information with these third parties, but only to the extent necessary to perform these functions and provide the related services.

Processing Information about Persons Related to a Jurist Person or Person Purchasing

If you are a juristic person, such as a company or close corporate, we may collect and use personal information relating to the juristic person’s directors, officers, employees, beneficial owners, partners, shareholders, members, authorised signatories, representatives, agents, partners, customers and other persons related to the juristic person (“**related persons**”).

If you provide the personal information of related persons to us, you warrant that the related person is aware that you are sharing their personal information with us, and that the related person has consented thereto.

We may process the personal information of related persons as stated in this policy, thus references to “you”, “your” or “user” in this policy will include related persons.

Direct Electronic Marketing

If permission is given, COS may use your personal information to inform you about its products, services, special offers and important communication about .us

We may share information with you by post, telephone, SMS, WhatsApp, email or on social media channels. In all cases, you can request us to stop sending marketing communications to you at any time by changing your “my communication choices” on your online profile or by sending an email to infor@centreofsense.com.

Customer Reviews and Testimonials

By utilizing our services, you acknowledge and agree that any reviews, testimonials, or feedback provided by you may be published on our website or other public platforms for promotional, marketing purposes and other purposes. We reserve the right to moderate, edit, or remove any content at our discretion. Your submission of reviews or testimonials constitutes your consent for us to use and display such content publicly. We shall not be held liable for any third-party use or reproduction of such content once it is made publicly available.

Cookie Policy

What are cookies?

A cookie is a small text file stored on your device by the website you are visiting. It helps the website to remember information about your device and how you use the website. We use this information to make your visit to the website as easy and useful as possible.

What we use cookies for?

We use cookies for session management, user device identification and classification, traffic routing, and analytics.

What happens if you disable your cookie functionality?

Clearing or disabling cookies may limit your website functionality and some of the services available on our websites may not work properly.

Using Enhanced Conversions from Google Ads

We use the Enhanced Conversions feature of Google Ads to improve the accuracy of reporting actions (conversions) after interacting with our advertising campaigns (e.g. purchase, sign-up, etc.).

This functionality allows matching customer data that you have voluntarily provided (such as email address) with existing data in Google's systems in order to more accurately measure the effectiveness of ads.

Before being sent to Google, this data is hashed locally on our server using the SHA-256 algorithm, which is a cryptographic standard.

The processing is carried out only on the basis of your explicit consent, provided via the cookie banner on the website.

You can withdraw your consent at any time and exercise your rights set out below.

Your rights

You have the right to know what personal information we have about you, to correct it and to opt out of any marketing. You have the right to:

- ask what personal information we hold about you;
- ask what information was sent to our suppliers, service providers or any other third party;
- ask us to update, correct or delete any out-of-date or incorrect personal information we hold about you;
- unsubscribe from any direct marketing communications we may send you;
- object to the processing of your personal information.

It can take us up to 21 days to respond to your request. If you want us to delete all personal information we have about you, you will probably have to terminate all agreements you have with us. We cannot maintain our relationship with you without having some of your personal information. We can refuse to delete your information if we are required by law to keep it or if we need it to protect our rights.

Security

We will strive at all times to ensure that your records will always be protected against unauthorized or accidental access, processing or loss. We maintain this commitment to data security by implementing appropriate reasonable technical and organizational measures to safeguard and secure your information.

You can play a role in protecting your information by never sharing your username or password with anyone or submitting it to a website you don't recognise. Always log off after a web session and change your password regularly.

Although we cannot prevent all security threats, we have measures in place to minimise the threat to your privacy. We will let you know of any breaches which affect your personal information.

Legal Disclaimer

COS reserves the right to disclose the user's personal information to government bodies, exchanges and other regulatory bodies should COS be required to do so by law.

COS cannot be held liable for the privacy policies of third parties, therefore, we recommend that you always read the privacy and security notices on these business partners and service providers.

COS updates its policies on a continual basis and can do so without informing the user. Users should review this policy frequently and each time they enter the websites as the amended policy will be the policy governing COS's procedures and not the previous policies.

When communicating with us, users should provide accurate and relevant personal information. This is important because we will use this information to communicate with you about your order, or the other reasons as stated in this policy.

For further information please send an email to info@centreofsense.com.