

Terms & conditions.

These terms govern your purchase of, access to, and use of the Pro Negotiate website, course, content, and practice tools.

Effective 17 August 2026 · Last updated 8 September 2026

1. The agreement

These terms form an agreement between you and **Matthew John de Klerk**, trading under the enterprise name **Pro Negotiate** (“Pro Negotiate”, “we”, “us” or “our”). By purchasing access, creating an account, or using the service, you agree to these terms, the Privacy Policy, and the Refund Policy.

If you do not agree, do not purchase, create an account, or access the course. You must be at least 18 and legally able to enter into this agreement, or use the service with the authorisation of a parent or legal guardian.

2. What you receive

Pro Negotiate provides a digital, self-directed negotiation course with lessons, audio or video material, written frameworks, exercises, simulations, and reflection tools. Any “lifetime” or “forever” access statement means access for as long as we continue to make that purchased version of the service commercially available; it does not promise that every feature, format, or platform will remain unchanged indefinitely.

We may improve, replace, reschedule, or remove individual lessons or features where the overall service remains substantially consistent with what was advertised. Temporary interruptions may occur for maintenance, security, or circumstances outside our reasonable control.

3. Prices and payment

Prices, currency, included taxes, and any limited promotion will be shown before checkout. You authorise our payment provider to charge the displayed amount using your selected payment method. Unless checkout expressly states otherwise, the purchase is a once-off payment and not a recurring subscription.

You must provide accurate billing and account information. We may suspend access where a payment is reversed, fraudulent, unauthorised, or not completed. Statutory tax invoices or transaction records will be supplied where required.

4. Digital access and refunds

The course is digital knowledge content. Where you ask us to supply it immediately, access may begin as soon as payment is confirmed. Because substantial value is available immediately, we generally do not offer change-of-mind refunds after access has started.

Refund requests are reviewed case by case and remain subject to approval. This does not affect any mandatory right you may have where content is defective, materially misdescribed, not supplied, or where another remedy cannot lawfully be excluded. The complete rules and request process appear in our Refund Policy.

5. Your account

Your access is personal to you. Keep your credentials confidential and tell us promptly if you suspect unauthorised access. You are responsible for activity through your account unless it resulted from our failure to use reasonable safeguards.

You may not sell, transfer, share, lend, or provide your account to another person. Organisations requiring access for multiple people must obtain a separate seat or licence for each user unless we agree otherwise in writing.

6. Licence and ownership

We and our licensors retain all rights in the service and its content. Subject to these terms, we grant you a limited, revocable, non-exclusive, non-transferable licence to access the purchased course for your own personal learning or internal professional development.

You may make reasonable personal notes. You may not copy, record, download (except where a download feature is expressly provided), republish, upload, sell, sublicense, distribute, scrape, reproduce, create a competing course from, or commercially exploit the content. No ownership rights are transferred to you.

7 Misuse and abuse

You must not:

- share credentials or allow multiple people to use a single-user account;
- circumvent access controls, copy-protection, or technical limits;
- scrape, systematically extract, screen-record, mirror, or redistribute the content;
- probe, disrupt, overload, introduce malware to, or attempt unauthorised access to the service;
- use course tools to harass, threaten, discriminate, deceive unlawfully, or infringe another person's rights; or
- misrepresent an affiliation with or endorsement by Pro Negotiate.

We may investigate suspected misuse and suspend or terminate access where we reasonably believe these terms have been materially breached. Where practical and appropriate, we will give notice and an opportunity to respond. Serious fraud, piracy, security abuse, or unlawful conduct may result in immediate restriction. A termination for your material breach does not automatically create a right to a refund, subject always to mandatory law.

8. Educational, not professional, advice

The service provides general education. It is not legal, financial, tax, employment, psychological, safety, or other regulated professional advice, and it does not guarantee a negotiation result. Examples and simulations are illustrative. You remain responsible for your decisions, for verifying information relevant to your circumstances, and for obtaining qualified advice where appropriate.

Do not use negotiation techniques to remain in an unsafe, abusive, coercive, or unlawful situation. Prioritise safety and contact appropriate professional or emergency support where needed.

9. Our responsibility

We will provide the service with reasonable care and skill. To the fullest extent permitted by law, we do not promise uninterrupted availability or that the course will achieve a particular commercial, career, relationship, or financial outcome.

Nothing in these terms excludes or limits liability for fraud, wilful misconduct, gross negligence, death or personal injury caused by negligence, breach of mandatory consumer rights, or any liability that cannot lawfully be excluded. Subject to that, our aggregate liability arising from the purchased service will not exceed the amount you paid for it, and we will not be liable for indirect or consequential loss that was not reasonably foreseeable when the agreement was made.

10. Ending access

You may stop using the service at any time. We may discontinue the service or terminate access for a material breach, legal requirement, security risk, or non-payment. If we permanently discontinue paid access for reasons unrelated to your breach, we will provide an appropriate remedy where required by law, taking account of the access already supplied.

Clauses concerning ownership, acceptable use, liability, disputes, and accrued rights continue after termination where their nature requires it.

11. Changes to these terms

We may update these terms prospectively when the service, our practices, or the law changes. We will post the revised terms and update the date above. If a material change affects an existing paid right, we will provide reasonable notice and will not remove mandatory rights retrospectively.

12. Governing law and disputes

These terms are governed by the laws of the Republic of South Africa. The parties submit to the jurisdiction of the South African courts, without preventing either party from using a consumer tribunal, ombud, regulator, or other forum available under applicable law.

Before formal proceedings, please send a written dispute notice to **matt@pronegotiate.com** with your account email, order reference, the issue, and the outcome requested. We will try to resolve it in good faith.

13. General and contact details

If part of these terms is invalid or unenforceable, the remainder continues to apply. A delay in enforcing a right is not a waiver. You may not transfer this agreement without our written consent; we may transfer it as part of a genuine business reorganisation provided your rights are not materially reduced.

Legal name: **Matthew John de Klerk**

Enterprise name: **Pro Negotiate**

Email: **matt@pronegotiate.com**

Website: **www.pronegotiate.com**