

Terms and Conditions

Software as a Service Agreement

RECITALS

BY CLICKING ON THE "I ACCEPT" (OR BY OTHERWISE USING ANY OF OUR SERVICES), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AS IT RELATES TO THAT SERVICE AS OF THE DATE ON WHICH YOU FIRST CLICK THE "ACCEPT" BUTTON, OR OTHERWISE FIRST USE OF THE SERVICE (SUCH DATE, THE "EFFECTIVE DATE"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, ASCEND ACADEMY (PTY) LTD IS UNWILLING TO GRANT YOU A SUBSCRIPTION TO THE SERVICES, AND YOU SHOULD THEREFORE CLICK ON THE "I DO NOT ACCEPT" BUTTON BELOW TO DISCONTINUE THE LICENSING PROCESS. BY USING OR OPERATING THE SERVICE YOU GIVE YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION AND DATA COLLECTED AND/OR GENERATED BY THE SOFTWARE DURING THE LICENSE TERM OF THE SERVICES, FOR VALIDATION, RESEARCH AND FOR INTERNET-BASED SERVICES.

A. The Service Provider, Ascend Academy (Pty) Ltd ("Ascend Academy" or "us" or "we") (a Registered Company, Reg. No. 2024/070962/07), has a licence to re-sell the Services to subscribers via the Internet on a subscription basis, which license to re-sell is granted to it by M3Line (a registered company 2013/204151/07), which company has developed certain software applications and platforms.

B. The Customer ("You") wishes to use the Service Provider's service.

C. The Service Provider has agreed to provide a service and the Customer has agreed to take and pay for the Service Provider's service subject to the terms and conditions of this agreement.

WHEREBY IT IS AGREED AS FOLLOWS:

1 Interpretation

The headings of the clauses in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation, nor modify or amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention appears-

1.1 Words importing-

1.1.1 any one gender includes the other gender;

1.1.2 the singular includes the plural and vice versa; and

1.1.3 a natural person includes juristic persons (corporate or unincorporated) and vice versa.

1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 References to clauses, and annexures are to the clauses and annexures of this Agreement; references to paragraphs are to paragraphs of the relevant annexures to this Agreement.

1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

1.5 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day.

1.6 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2 Definitions

2.1 The definitions and rules of interpretation in this clause apply in this agreement.

2.1.1 "AFSA" means the Arbitration Foundation of Southern Africa;

2.1.2 "Agreement" means this software subscription agreement and any schedules, attachments and annexures thereto;

2.1.3 "Authorised Users" means those individuals who are authorised by the Customer to use the Services and the Documentation, as further described in clause 3, and in the case of Customers who are recipients of subsidised subscriptions, such as a school, is limited to enrolled students;

2.1.4 "Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information by a Party, or information which the receiving Party knows or reasonably should have known is of a proprietary or confidential nature;

2.1.5 "Customer" means in the case of an organisation the organisation that purchases the Services, and which functions as the Implementing Organisation of the Services; in the case of a private person the person who purchases the Services for private use and who is also then an "Authorised User";

2.1.6 "Customer Data" means the data inputted by the Customer, Authorised Users, or the Service Provider on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, and includes (without limitation) Personal Information;

2.1.7 "Documentation" means the document made available to the Customer by the Service Provider online via such web address notified by the Service Provider to the Customer from time to time which sets out a description of the Services and the user instructions for the Services;

2.1.8 "Effective Date" means the date on which this Agreement will come into force and effect;

2.1.9 "Initial Subscription Term" means use of the Services beginning on the date that the Customer purchased or activated the software and continues for a period of twelve (12) Months;

2.1.10 "Intellectual Property Rights" means all the rights in and to Intellectual Property including (without limitation) the rights in and to trademarks, service marks, trade names, domain names, logos, get-up, patents, provisional patents, inventions (whether patentable or not), know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights, copyright, semi-conductor topography rights, database rights, rights in respect of any new or existing compilation of any data or information not covered under any existing copyright, any structured analysis, reports, application and any resulting know-how, use or any other results originating or following from or as a consequence of data being made available in respect of any of the aforementioned or part thereof, and all similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, as well as any Confidential Information or processes relating to that subject matter;

2.1.11 "Party" means either the Service Provider or the Customer, and "Parties" means both the Internet Service Provider and the Customer;

2.1.12 "Personal Information" has the meaning ascribed to it in the Protection of Personal Information Act 4 of 2013 ("POPI"), and any applicable law in South Africa and/or in any other jurisdiction where the Services are provided and/or used;

2.1.13 "Renewal Period" means the period described in clause 14.1 when the agreement automatically renews starting from the date when the subscription is renewed and continues for a period of twelve (12) months subject to the stipulations of clause 14;

2.1.14 "Services" means the subscription services provided by the Service Provider to the Customer under this Agreement via such website notified to the Customer by the Service Provider from time to time, as more particularly described in the Documentation; "Services" include granting access to educational resources and materials created by the Service Provider;

2.1.15 "Software" means the online software applications provided by the Service Provider as part of the Services;

2.1.16 "Subscription Fees" means the subscription fees payable by the Customer to the Service Provider for the User Subscriptions, as set out in Attachment "A";

2.1.17 "Subscription Term" means the Initial Subscription Term or any subsequent Renewal Period(s);

2.1.18 "User Subscriptions" means the user subscriptions purchased by the Customer pursuant to clause 9.1, which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement; and

2.1.19 "Virus" means a device or thing (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, data communications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

3 User subscriptions

3.1 Subject to the Customer purchasing the User Subscriptions in accordance with the terms and conditions of this Agreement, the Service Provider hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Subscription Term.

3.1.1 The Customer may not distribute, sell, resell or provide access to any portion of the Services, use of the Services, or access to the Services for commercial purposes unless the Customer is registered with the Service Provider as a For-Profit Project and authorised thereto by the Service Provider.

3.1.2 Customers who are recipients of subsidised subscriptions (also known as an educational grant), such as a school, may only provide the Services or access to the Services to enrolled students.

3.1.3 Customers who are recipients of the for-profit subsidised subscriptions (also known as a solutions hub which has a default Subscription Term of one calendar year), such a solutions hub, may provide the Services or access to the Services to their clients for commercial purposes.

3.2 In relation to the Authorised Users, the Customer undertakes that:

3.2.1 the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

3.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User;

3.2.3 each Authorised User shall keep a secure password and login details for his use of the Services and Documentation;

3.2.4 it shall maintain a written, up to date list of current Authorised Users.

3.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; and the Service Provider reserves the right to disable the Customer's access to any material that breaches the provisions of this clause.

3.4 The Customer shall not:

3.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties:

3.4.1.1 and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

3.4.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

3.5 The Customer shall prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, shall promptly notify the Service Provider.

4 Additional user subscriptions (also called top-up subscriptions)

4.1 The Customer may, from time to time during any Subscription Term, add additional Authorised Users (also called seats) to its profile by purchasing additional User Subscriptions in excess of the number initially purchased by either contacting the Service Provider or adding subscriptions to its online profile followed by the required Customer payments.

4.2 The Service Provider shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement unless otherwise determine herein.

4.3 Such additional User Subscriptions only active for the remainder of the Subscription Term during which they were purchased.

5 Services

5.1 The Service Provider shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

5.2 The Service Provider shall use commercially reasonable endeavours to make the Services available 24 hours a day, 7 days a week, except for:

5.2.1 planned maintenance carried out, or

5.2.2 unscheduled maintenance performed.

5.3 The Service Provider will, as part of the Services provide the Customer with the Service Provider's standard customer support services during business hours in accordance with the Service Provider's Support Services Policy.

5.4 The Service Provider reserves the right to modify or discontinue, temporarily or errantly, its Service (or any part thereof) with or without notice, and the Customer hereby agrees that the Service Provider shall not be liable for any modification, suspension or discontinuance of the Service (or any part thereof).

5.5 The Service Provider shall from time to time make available for free educational resources and materials created by the Service Provider. By using these free educational resources and materials, the Customer or any user thereof agrees and acknowledges that these educational resources and materials are the intellectual property of the Service Provider, and that these educational resources and materials may only be used for personal and educational purposes and not for commercial purposes.

6 Third party providers

6.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.

6.2 The Service Provider shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party.

6.3 The Service Provider does not endorse or approve any third-party website nor the content of any third-party website made available via the Services.

7 Service provider's obligations

7.1 The Service Provider undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Service Provider's instructions, or modification or alteration of the Services by any party other than the Service Provider or the Service Provider's duly authorised contractors or agents.

7.3 If the Services do not conform with the undertaking in clause 7.1, the Service Provider will use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.

7.4 Notwithstanding the foregoing, the Service Provider:

7.4.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; and

7.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities.

7.5 The Service Provider warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

8 Customer's obligations

The Customer shall:

8.1 provide the Service Provider with:

8.1.1 all necessary co-operation in relation to this Agreement; and

8.1.2 all necessary access to such information as may be required by the Service Provider;

8.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;

8.3 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement;

8.4 be solely responsible for procuring and maintaining its network connections, telecommunications links and data communications links from its systems to the Service Provider's data centres;

8.5 ensure that Authorised Users secure their Subscription login details;

8.6 register with the Service Provider where required in order to access and use the Services, and maintain true and accurate Customer information.

9 Charges and payment

9.1 The Customer shall pay the Subscription Fees to the Service Provider for the User Subscriptions in accordance with this clause 9 and as communicated by the Service Provider or as indicated on the Customer's online profile.

9.2 The Supplier shall invoice the Customer for the Subscription Fees on request or at the end of the Subscription Term or as agreed.

9.3 The Customer shall make payment to the Supplier of any amount due under this Agreement within 5 days of receipt of an invoice from the Supplier.

9.4 All amounts and fees stated or referred to in this Agreement are exclusive of all taxes and or levies, value added tax (VAT).

9.5 If the Service Provider has not received payment within 5 days after the due date, the Service Provider shall suspend the subscription of the Customer.

9.6 If the Customer is the recipient of a subsidised subscription, in whole or in part, it is a condition of that subsidy that all lessons in each subscription be completed failing which the full amount of Subscription Fees at current unsubsidised prices for all User Subscriptions will become payable upon demand by the Service Provider; furthermore, if the implementation of the Services by such Customers does not meet the requirements and standards of the Services Provider, the subscription amount payable will be adjusted accordingly.

9.7 It is agreed that the Service Provider reserves the right to charge fees for any portion of the Service, and to change its fees from time to time in its discretion.

9.8 The Customer agrees to pay all fees due in accordance with terms contained herein.

9.9 The Customer agrees to pay all fees in the manner required by the Service Provider for the specific client type as indicated on the Customer's online profile.

9.10 Based on the Customer's online profile the Service Provider may set a minimum and maximum number of User Subscriptions that may be purchased during the Initial Subscription Term and every Renewal Period thereafter, and the Service Provider may set a minimum and maximum number of Additional User Subscriptions that may be purchased.

10 Intellectual property

10.1 The Customer acknowledges and agrees that the Service Provider and/or its licensors (M3Line, a registered company 2013/204151/07) own all Intellectual Property Rights in and to the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other Intellectual Property Rights, or licences in respect of the Services or the Documentation.

11 Data privacy and protection

11.1 The Customer, who are institutions receiving subsidised pricing, agree to provide certain academic information about their students to the Service Provider. This academic information can encompass various data points, such as student performance metrics, course enrollment details, and other pertinent academic data.

11.2 The privacy of the Customer and the Authorised Users matters to us and we are committed to the protection of your personal information. If you wish to know more about when and how we collect, use, share and store your personal information, please read Privacy Policy which forms part of this agreement.

12 Confidentiality

12.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

12.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

12.1.2 was in the other Party's lawful possession before the disclosure;

12.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

12.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence; or

12.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

12.2 Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

12.3 Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access, is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

12.4 All parties receiving subsidised pricing acknowledge and agree that they shall maintain the confidentiality of all pricing information provided by the Service Provider and shall not disclose such pricing information to any third party.

13 Limitation of liability

13.1 The Parties agree that, in the event of a breach of any of the provisions of this Agreement, the defaulting Party shall be liable to the other Party for all losses which constitute direct and/or general damages up to the cap equal to the Subscriptions Fees of the Subscription causing the liability.

13.2 Neither Party shall be liable to the other for any losses which constitute indirect, special, incidental or consequential damages.

14 Term and termination

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and thereafter this Agreement shall be automatically renewed (each a "Renewal Period"), unless:

14.1.1 either Party notifies the other Party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, as the case may be;

14.1.2 the Customer is found by the Service Provider to have violated or acted inconsistently with the letter or spirit of this agreement or the standards and requirements of the Services;

14.1.3 otherwise terminated in accordance with the provisions of this Agreement; or

14.1.4 payment has not been made to renew the Subscription Term;

14.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement without liability to the other if:

14.2.1 the other Party commits a breach of any of the material terms of this Agreement and fails to remedy that breach within 15 days of that Party being notified in writing of the breach;

14.3 On termination of this Agreement for any reason:

14.3.1 all licences and subscriptions granted under this Agreement shall immediately terminate; and

14.3.2 all subscriptions fees shall be due and payable.

14.4 To maintain an active Customer's online profile there must be active subscriptions during the Subscription Term.

14.4.1 After one Subscription Term without active subscriptions where the Customer is registered with the Service Provider as a For-Profit Customer (such as a SolutionsHub), such a Customer will have their online profile archived.

14.4.2 After one Subscription Term without active subscriptions, where the Customer (such as a school) is not registered with the Service Provider as a For Profit Customer, such a Customer will have their online profile suspended, and after two consecutive Subscription Terms without active subscriptions, have their online profile archived.

14.4.3 A reactivation fee will be applicable to re-active a suspended Customer's online profiles, while an archived Customer online profile will result in the Customer having to re-apply anew for a Customer online profile with application fees then becoming payable.

15 Force majeure

15.1 The Service Provider shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Service Provider or any other party), failure of a utility service or transport or telecommunications network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Service Providers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16 Dispute resolution

16.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement, the said dispute or difference shall on written demand by either Party be submitted to arbitration in Pretoria, South Africa in accordance with the AFSA rules, which arbitration shall be administered by AFSA.

16.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Pretoria Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the Parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.

16.3 Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

16.4 Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

16.5 Any arbitration in terms of this clause 16 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

16.6 This clause 16 will continue to be binding on the Parties notwithstanding any

termination or cancellation of this Agreement.

16.7 The Parties agree that the written demand by a Party to the dispute in terms of clause 19.1 that the dispute or difference be submitted to arbitration, is to be deemed as a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

17 Waiver

17.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

17.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

18 Severance

18.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

19 Entire agreement

19.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

19.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

20 Assignment

20.1 The Customer shall not, without the prior written consent of the Service Provider, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20.2 The Service Provider may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

21 Notices

21.1 For the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement, Ascend Academy chooses as its address that which is set out on its website and the Customer chooses as its address the address it provided in its Application Form.

22 Governing law and jurisdiction

22.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of South Africa.

22.2 The Parties irrevocably agree that the High Court of South Africa has exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

23 Execution in counterparts

23.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

ANNEXURE A - SUBSCRIPTION FEES

1 Subscription fees

Refer to our communication with you or your online profile for information about your subscription fees.

2 Additional user subscription fees

Additional User Subscriptions may be purchased by the Customer in accordance with clause 4.

ANNEXURE B - PRIVACY POLICY

Introduction

The Service Provider, Ascend Academy (Pty) Ltd (“Ascend Academy” or “us” or “we”) (a Registered Company, Reg. no. 2024/070962/07), has a licence to re-sell Services to subscribers via the Internet on a subscription basis, which license to re-sell is granted to it by M3Line (a registered company 2013/204151/07), which has developed certain software applications and platforms.

Our aim with this policy is to comply with The Protection of Personal Information Act of 2013 (POPI).

By using our products and services you agree that we may collect your personal information and use it in terms of our Privacy Policy as well as to improve our products and services.

Personal information we collect

- When you interact with us through our Services, we may collect personal information about you.
- When you browse our website we collect your computer’s IP address. This allows us to improve our service by knowing your browser and operating system.
- We collect your personal information and other information you provide to us, for example by sending subscribing to our service or sending an enquiry.
- We collect personal information to verify your identity when you purchase our service(s).
- We collect personal information on the users and subscribers of our service(s).
- We collect data on your progress on our services.

Use of cookies

We use “cookies” to monitor the behaviour of subscribers. “Cookies” are programs that we transfer to your computer’s hard drive. They enable us to improve interactivity with the website. The purpose of “cookies” is to enhance your future visits to our website. You can set your browser to notify you if “cookies” are to be transferred or to reject “cookies” but this may prevent your use of some of our web pages.

Cookies only store information from your browser, they cannot access data on your hard drive. Cookies are text files that cannot transfer viruses to your computer or mobile device.

Use of your personal information

We use the personal information you provide in a manner that is consistent with this Policy. We may use your personal information in the following ways:

- marketing, which you have opted into and which you may opt out of at any time by sending us an e-mail;
- to help us create, develop, operate, deliver, and improve our products, services and content;
- updating you on developments on the service we provide;
- verifying your identity for purchases;
- providing you with our services;
- sending you quotations;
- responding to your enquiries;
- we also use personal information for internal purposes such as auditing, data analysis, and research to improve our products and services.

Disclosure of your personal information

Generally, we shall not disclose your personal information. However, it may sometimes be necessary for use to disclose or transfer personal information to suppliers, affiliates, partners, agents or affiliate researchers in order to provide you with our services. At times we also provide parties with certain personal information to improve our products and services or conduct research to effect such improvement. We also need to disclose your personal information to our employees to enable them to do their work. Our employees are contractually obliged to keep your personal information confidential. Sometimes the law will require us to disclose your personal information. Otherwise we will not disclose your personal information without notifying you and enabling you to object.

Security of personal information

We take all reasonable and appropriate measures to keep your personal information secure.

Our services are hosted on a dedicated server. Your data is stored through our data storage, databases and general application. We store your data on a secure server behind a firewall.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

Accessing or Updating Personal Information

You may access or update, if necessary, your personal information that we hold online, or by emailing us.

Children and Education

We understand the importance of taking extra precautions to protect the privacy and safety of children using our products and services. Except for research purposes, personal information will not be shared with third parties without the verifiable consent of the child-user's parent or legal guardian.

ANNEXURE C – CANCELLATION, DELIVERY, RETURNS AND REFUND POLICY

Cancellation

The Cancellation Policy is to be read with section 14 of the Agreement.

The Customer is entitled to cancel this Agreement without reason and without penalty within seven days after the Effective Date and receive a full refund of payments made, unless the Customer has already started to use the Services within the seven days after the Effective Date.

Delivery of Services as User Subscription(s)

Where the Service Provider accepts the Customer's order for User Subscriptions, upon receipt or confirmation of payment, the Service Provider will grant the Customer access to the User Subscriptions via the Customer's online profile. The speed of this will depend on a variety of factors, most of which are internet related and beyond the control of the Service Provider, and therefore the Service Provider does not undertake to make delivery within a specific timeframe. As a guide, delivery should occur within a few seconds, but can take up to a number of hours. The Customer will be able to access its User Subscriptions at any time following delivery thereof, subject to certain restrictions as contained in the Service Agreement.

The Service Provider does not charge deliver fees for delivery of the User Subscription(s), however, the Customer may incur costs, such as internet service provider fees) associated with using the User Subscription(s). The Service Provider will under no circumstances be liable for any such costs incurred by the Customer

Returns and Refunds

Due to the digital and online nature of the Services as User Subscription(s), once the Customer has purchased the Service as User Subscription(s), return of the User Subscription(s) is no longer possible. However, the Service Provider will refund or replace the User Subscription(s), but only if it is defective.

Any defect shall be dealt with as follows:

1. Should you experience any problems in using the Service or if the Service is defective in another way, please report to problem to the Service Provider as soon as reasonably possible after you became aware of the problem, but not in any event within 6 months of purchase.
2. The Service Provider will then investigate the possible cause(s) of the problem and how to rectify the problem(s).
3. If the User Subscription(s) is defective, and cannot be rectified - we will replace it, where such replacement is not possible:
 - a. We will credit your account with the purchase price of the defective User Subscription(s) or
 - b. We will refund you if that is your preference.