

# EDU-SUPPLY

## TERMS AND CONDITIONS OF USE/SERVICE



- i) These General Terms and Conditions set out below apply to and govern the technology and usage of the Edu-Supply Online Platform ("**Edu-Supply**").
  
- ii) The use of the term "**us**" or "**we**" refers to the owners of Edu-Supply being **Scholar Supplies (Pty) Ltd** with Registration Number 2020/564571/07, a private company, duly founded in and in accordance with the laws of Republic of South Africa with its central place of business at Johannesburg.

### Table of Contents:

1.	THE EDU-SUPPLY ONLINE PLATFORM	02
2.	USING EDU-SUPPLY	
3.	WHO CAN USE OUR SERVICES?	
4.	RIGHT TO USE EDU-SUPPLY	
5.	RIGHTS YOU GRANT US	
6.	EDU-SUPPLY FEES	03
7.	CUSTOMER SUPPORT	
8.	DATA PROTECTION, PRIVACY AND MARKETING	
9.	CONTENT OF OTHERS	04
10.	THIRD PARTY RIGHTS	
11.	INTELLECTUAL PROPERTY	
12.	SECURITY	
13.	YOUR ACCOUNT	05
14.	DATA CHARGES	
15.	CHANGES OF OUR SERVICES AND TERMINATION	
16.	INDEMNITY	
17.	DISCLAIMERS	
18.	LIMITATION OF LIABILITY	06
19.	DISPUTES	
20.	GOOD PRACTICE	
21.	ADDITIONAL TERMS OF SPECIFIC SERVICE	
22.	AMENDMENTS	07
23.	SEVERABILITY	
24.	GOVERNING LAW	

## 1. [THE EDU-SUPPLY ONLINE PLATFORM](#)

- 1.1 Edu-Supply is an online platform designed to allow you to purchase your child's school stationery exactly in line with the school's stationery list. You are able to save time and money by avoiding queues and moving from one store to another to source your child's stationery.
- 1.2 The Terms and Conditions of use and service set out below (collectively "**the Terms**") are intended to create a legally binding agreement between yourself as a user and us.
- 1.3 Your use of Edu-Supply and related services (collectively "**our Services**") are subject to the Terms set out herein and your use of our Services shall be deemed to constitute your acceptance of these Terms.

## 2. [USING EDU-SUPPLY](#)

- 2.1 When using Edu-Supply, you can choose whether to pay for stationery with a debit, credit card or electronic funds transfer.
- 2.2 To use Edu-Supply follow these 3 simple steps, 1. Add a stationery list on the platform 2. Create an account and 3. Check out.
- 2.3 Charges will be inclusive of applicable taxes where required by law.

## 3. [WHO CAN USE OUR SERVICES?](#)

### **By using our Services, you confirm that:**

- 3.1 Your relationship with us will be governed by the Terms set out hereunder and that these Terms constitute a valid agreement between yourself and us;
- 3.2 You are not a person who is barred from using the platform under the laws of the Republic of South Africa; and
- 3.3 You will comply with these Terms and all applicable laws and regulations;
- 3.4 If you are using Edu-Supply on behalf of a business or some other entity, you confirm that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.

## 4. [RIGHT TO USE EDU-SUPPLY](#)

- 4.1 We will grant you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sub licensable license to access and use our Services. This license is for the sole purpose of letting you use our Services in accordance with these Terms.
- 4.2 Any software that we provide may automatically download and install upgrades, updates, or new features. You may be able to adjust these automatic downloads through your device's settings.
- 4.3 In the course of using the Edu-Supply you may not:
  - 4.3.1 decompile, reverse engineer, or otherwise attempt to obtain the source code of Edu-Supply or other software of Edu-Supply;
  - 4.3.2 modify Edu-Supply in any manner or form or to use modified versions of Edu-Supply;
  - 4.3.3 transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations of Edu-Supply;
  - 4.3.4 attempt to gain unauthorized access to Edu-Supply;

## 5. [RIGHTS YOU GRANT US](#)

- 5.1 Some of our Services allow you to create, upload, send, receive, and store content. When you do any of these you shall retain ownership rights in that content, however you agree to grant us and any of our affiliates a worldwide, royalty-free, sub-licensable, and transferable license to host, store, use, display,

reproduce, modify, adapt, edit, publish, and distribute that content, including in connection with marketing and promotions.

- 5.2 You also grant us and our affiliates a perpetual license to create derivative works to, promote, exhibit, broadcast, syndicate, publicly perform, and publicly display your content in any form and in any and all media or distribution methods (now known or later developed).
- 5.3 We may access, review, screen, and delete your content at any time and for any reason, including if we think your content violates these Terms. Any feedback and/or comments that you may post and/or upload in respect of our Services are not confidential and shall be proprietary to us. We are under no obligation to compensate you for your feedback and/or comments.

## 6. [EDU-SUPPLY FEES](#)

- 6.1 In order to use Edu-Supply, you are obliged to pay no fee for the use of the Platform. Payment of the fees through the platform is paid based on a percentage of the total cost of the stationery purchased via the platform.
- 6.2 The percentage of the total cost may be made available to you via e-mail on request. Please acknowledge that the fee may change from time to time. In this event we may send you a prior notification of such change.
- 6.3 When paying the fee through the platform we will not be responsible for possible third-party payment costs (i.e. mobile service providers, bank fees etc.). These service providers may charge you additional fees when processing payments in connection with the use of Edu-Supply. We will not be responsible for any such fees and hereby disclaim all liability in this regard.
- 6.4 Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before selecting and using your payment method.
- 6.5 We will, however, be responsible for the functioning of Edu-Supply payment and provide support in resolving these problems. The resolution of disputes related to the Edu-Supply fee payment will take place through us.
- 6.6 For payment support service please e-mail [info@edu-supply.com](mailto:info@edu-supply.com) enquiries submitted by e-mail or Edu-Supply will receive a response within 2two days. We will resolve Edu-Supply payment related complaints and applications within 2 (two) days.

## 7. [CUSTOMER SUPPORT](#)

- 7.1 We will provide you with customer support regarding the use of Edu-Supply and additional services.
- 7.2 We have the right to stop providing you with customer support services in the event that you breach any term of these conditions.

## 8. [DATA PROTECTION, PRIVACY AND MARKETING](#)

- 8.1 In providing Services to you, we may process personal information about you, your officers or employees, or others such as your customers or clients (each a "Data Subject"). Processing may include transfer of information to our offices, third parties who process information for us, and law enforcement agencies. In processing personal information, we agree to comply with all relevant data protection laws and regulations.
- 8.2 We may contact a Data Subject (including by email) with marketing communications which we believe may be of interest, on our own or in conjunction with another firm with which we have entered into a joint venture, alliance or collaboration arrangement.
- 8.3 Any Data Subject who does not wish to receive marketing information can at any time request that such communications cease by emailing us. When you give information to us about any Data Subject, you confirm that you have authority to act as their agent. As far as the law allows, you agree that we may

monitor electronic communications to ensure compliance with our legal and regulatory obligations and internal policies.

## 9. [CONTENT OF OTHERS](#)

- 9.1 Some of our content may be produced by users and third parties. This content shall remain the sole responsibility of the user or third party that produced it.
- 9.2 We retain the right to remove such content and not all content is reviewed by us, therefore we cannot be held responsible for any content that users and third parties provide through our Services.

## 10. [THIRD PARTY RIGHTS](#)

- 10.1 You agree that our Services shall not be used in a way that:
  - 10.1.1 violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right;
  - 10.1.2 bullies, harasses, or intimidates, defames;
  - 10.1.3 infringes any applicable law, regulation, statute or analogous law; or
  - 10.1.4 spams or solicits Edu-Supply users.
- 10.2 You may not use any of our Services in a manner which uses our branding, logos and designs without our express written consent.
- 10.3 You may not copy, archive, download, upload, distribute, syndicate, broadcast, sell, use for any commercial purpose or use our Services in any manner which is not in accordance with these Terms of use.

## 11. [INTELLECTUAL PROPERTY](#)

- 11.1 All copyrights and trademarks, including source code, databases, logos and visual designs are owned by us and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Edu-Supply platform or any other of our Services you do not acquire any rights of ownership to any intellectual property.
- 11.2 Where we are aware that any of our user/s has infringed any intellectual property rights including trademark, patent and/or copyright, we shall to the extent legally permissible by law, remove and/or terminate the user/s ability to access or use our Services. If you believe that our Services and/or content infringe any intellectual property rights, we request that you notify us immediately.

## 12. [SECURITY](#)

### **By using our Services, you agree that:**

- 12.1 You will not use our Services for any purpose that is illegal or prohibited in these terms;
- 12.2 You will not take any steps to extract any of our user's information.
- 12.3 You will not create or use any application that interacts with our Services or any of our users' content without our express written consent.
- 12.4 You will not impede on the rights of others to use our Services or restrict any user's access to our Services.
- 12.5 You will not attempt to disable or interfere in the Services that we provide or prevent others from using our Services;
- 12.6 You will not use or attempt to use another user's account, username, or password without their permission;
- 12.7 You will not solicit login credentials from another user;
- 12.8 You will not post content that contains pornography, graphic violence, threats, hate speech, or incitements to violence;

- 12.9 You will not upload viruses or other malicious code or otherwise compromise the security of our Services;
- 12.10 You will not attempt to access any features of our Services which you are not permitted to access.
- 12.11 You will not take any steps to do anything that violates any of these Terms.

### 13. [YOUR ACCOUNT](#)

You as the Edu-Supply user, are ultimately responsible for your account and are encouraged to use a strong password to restrict access to your account. We encourage you NOT to share your password.

### 14. [DATA CHARGES](#)

You remain responsible for any and all data charges that you may incur when using our Services. You are encouraged to find out from your service provider what your data charges are prior to using our Services.

### 15. [CHANGES OF OUR SERVICES AND TERMINATION](#)

- 15.1 We retain the right to change any of the features to our Services without providing any notification and without reservation. We may make any changes to the Services in our sole discretion at any time without prior notice.
- 15.2 We also retain the right in our sole discretion to terminate the provision of any of our Services to any user and/or deactivate any user account without any prior notification. When a user account is terminated and/or an account is disabled, you shall continue to be bound by those provisions in this agreement that remain applicable.

### 16. [INDEMNITY](#)

- 16.1 Without prejudice to any of our rights to the Edu-Supply platform, our directors, employees, representatives, nominees and agents (hereinafter collectively referred to as the "**Indemnified Party**") at law or in terms of any other provision of this Agreement, this Agreement and/or any of the other Finance Documents, you (the "**Indemnifier**") hereby irrevocably and unconditionally indemnifies and holds the Indemnified Party harmless against all claims and/or actual losses, liabilities, damages, costs (including legal costs on the scale as between attorney and client and any additional legal costs) and expenses of any nature whatsoever which the Indemnified Party may suffer or incur as a result of a breach by the Indemnifier of any provision of this Agreement;
- 16.2 The Indemnifier hereby irrevocably and unconditionally absolves the Indemnified Party absolutely from any liability for any claim and/or actual, or contingent losses, liabilities, damages, costs (including legal costs on a scale as between an attorney and client and any additional legal costs) or expenses which the Indemnified Party may suffer or incur as a result of the Indemnified Party lawfully exercising its rights arising out of, or in connection with, this Agreement.
- 16.3 The provisions of this clause shall survive the expiration and/or termination of this Agreement whether at the instance of any party and regardless of the reason for, or cause of, such expiration and/or termination.

### 17. [DISCLAIMERS](#)

- 17.1 We endeavour to provide our Services free of any interference, however we cannot prevent all interferences with our Services.
- 17.2 Our services are provided and made available on an "as is" basis and to the extent permitted by law. We make no undertakings, warranties and/or representations as to the fitness for purpose of our Services. We cannot guarantee that our Services will always be accessible and/or free from any defects, delays, disruptions or imperfections.

- 17.3 We take no responsibility for the content and/or information that any user may upload and/or post, send, receive and/or use.
- 17.4 You further acknowledge that it is possible that you may be exposed to content that is offensive, illegal or inappropriate and we take no responsibility for any such content.

## **18. [LIMITATION OF LIABILITY](#)**

As far as the law allows, our aggregate (total) liability (of any nature) to you, or any third party, will not exceed the proceeds of any professional indemnity cover we actually receive or that our insurers pay to you. If there is no professional indemnity cover or no proceeds from such professional indemnity cover received by us or paid to you, then our aggregate liability will be limited to the amounts that you may have paid to us.

## **19. [DISPUTES](#)**

- 19.1 All disputes arising in respect of these terms and conditions shall be subject to first negotiation, failing which mediation, failing which arbitration as set out below.
- 19.2 You agree to waive any right that you may have to participate in any class action suit / proceedings.
- 19.3 Subject to clause 19.1 above, any dispute arising out of or in respect of this Agreement ("the Dispute"), shall be referred to and finally decided by arbitration in accordance with the Rules of the Arbitration Foundation of South Africa ("AFSA") or any successor or replacement body thereof, by a single arbitrator appointed by AFSA. The decision of the arbitrator shall be final and binding on both parties with no right of appeal of either party, in accordance with the rules of AFSA. It is the intention that, if possible, the arbitration shall be held and concluded within fourteen days after such arbitration has been demanded.
- 19.4 Should AFSA cease to exist or declines to accept the hearing of the Dispute, the Dispute shall be submitted to and decided by arbitration in accordance with rules of AFSA in force immediately before AFSA ceased to exist or declined to accept the hearing of the dispute (as the case may be), by an arbitrator agreed between the parties and, failing agreement, appointed by the Chairman (or his nominee) of the General Council of the Bar in South Africa or its successor;
- 19.5 You agree to waive any right that you may have to participate in any class action suit / proceedings.
- 19.6 The provisions of this clause shall be severable from and survive the termination or cancellation of this Agreement, notwithstanding that the rest of this agreement may be void or voidable.

## **20. [GOOD PRACTICE](#)**

- 20.1 We will not be responsible for any issues relating to defects or quality of stationery you purchase through Edu-Supply as those issues will be resolved in accordance with the rules and regulations of the service provider of the products.
- 20.2 We may ask you to fill out a feedback form in Edu-Supply platform. This enables us to offer suggestions to the service providers for improving the quality of their service.
- 20.3 We expect that you will use Edu-Supply platform in good faith and be respectful to other users and/or service providers who offer their services through Edu-Supply platform. We retain the right to close your account if you have violated the provisions set out in these Terms or if your activities are malicious and are of bad intent.

## **21. [ADDITIONAL TERMS OF SPECIFIC SERVICE](#)**

Periodically we will update, change, alter and amend our Terms and Conditions, and any such amendments will be applicable to you as a user of Edu-Supply platform.

## **22. [AMENDMENTS](#)**

If any substantial amendments are made to these Terms, then you may be notified by e-mail or through the Edu-Supply notifications platform. Should you continue using the platform, you will be deemed to have accepted these amendments.

## **23. [SEVERABILITY](#)**

If any provision of these Terms is found to be unenforceable, then that provision will be severed from these Terms and Conditions and will not affect the validity and enforceability of any remaining provisions in these Terms.

## **24. [GOVERNING LAW](#)**

These Terms shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the laws of the Republic of South Africa.