

SA CAMPUS ONLINE TERMS AND CONDITIONS



INSTRUCTOR TERMS

SA Campus Online - Instructor Terms - November 2020

1. By signing up to become an instructor on the SA Campus Online ("SAC") platform, you agree to be bound and abide by these Instructor Terms ("the Terms"). These Terms cover details about the aspects of the SAC platform relevant to instructors.
2. You are contracting directly with SA Campus on the Go (Pty) Ltd trading as SA Campus Online, registration number 2016/28444/07.
3. Instructor Obligations

You are and remain at all times solely responsible for any and all content that you post to the SAC platform, including, but not limited to, all training material, lectures, coding exercises, tests, assignments, resources, answers, course landing page content, and announcements ("Posted Content").

3.1 You represent, warrant and agree that:

- 3.1.1 you will provide and maintain accurate account information;
- 3.1.2 you own or have the necessary licenses, rights, consents, permissions, and authority in respect of your Posted Content, and to authorize SAC to use your Posted Content as specified in these Terms;
- 3.1.3 your Posted Content will not infringe in any manner whatsoever on or misappropriate any third party's rights and/or intellectual property rights, and you indemnify SAC and hold SAC harmless against any claim, loss and/or damages, of whatsoever nature, that may arise out of or in respect of your Posted Content;
- 3.1.4 without limiting the generality of 3.1.3 above, you will, when any claim, loss and/or damages arise out of or in respect of your Posted Content, defend such claim, make good such loss and/or pay such damages solely at your costs and upon demand, and in the event that SAC is held liable for any such claim, loss and/or damages, you will upon demand reimburse SAC all such amounts as SAC may have paid in respect of such claim, loss and/or damages, including all legal costs that SAC may have incurred in respect thereof, on an attorney and client scale;
- 3.1.5 you will ensure a quality of service that corresponds with the generally accepted standards of your industry and instruction services in general.

3.2 You warrant that you will not:

- 3.2.1 post or provide, in any manner whatsoever, inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or slanderous content or information;
- 3.2.2 post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, whether commercial or otherwise, in or through your Posted Content, or to any user in any manner whatsoever;

- 3.2.3 use the SAC platform for business other than providing teaching and instructional services to users;
- 3.2.4 engage in any activity that would require SAC to obtain licenses from, or pay royalties to, any third party, in any manner whatsoever;
- 3.2.5 circumvent, or allow or facilitate the circumvention of, the Terms or the SAC platform in any manner whatsoever;
- 3.2.6 impersonate another person or gain unauthorized access to another person's account;
- 3.2.7 interfere with other instructors on the SAC platform in any manner whatsoever; or
- 3.2.8 abuse SAC resources, including support services.

4 License to SAC

- 4.1 You retain ownership of content your Posted Content, including your courses. We're allowed to share your content to anyone through any media, including promoting it via advertising on other websites.
- 4.2 You specifically authorise SAC to adapt, reproduce, process and/or modify your Posted Content in order to ensure compatibility with SAC's platform, and to allow SAC to upload your Posted Content to the SAC platform.
- 4.3 The content you post, including courses, remains yours. By posting courses and other content, you allow SAC to reuse and share it but you do not lose any ownership rights you may have over your content.
- 4.4 When you post content, comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize SAC to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit.
- 4.5 By submitting or posting content on or through the SAC platform, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content (including your name and image) in any and all media or distribution methods (existing now or later developed). This includes making your content available to other companies, organizations, or individuals who partner with SAC for the broadcast, distribution or publication of content on other media, as well as using your content for marketing purposes. You also waive any rights of privacy, publicity, or other rights of a similar nature applicable to all these uses, to the extent permissible under the applicable law. You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you.
- 4.6 Unless otherwise agreed, you have the right to remove all or any portion of your Posted Content from the SAC platform at any time. Except as otherwise agreed, SAC's right to sublicense the rights in this section will terminate with respect to new users 60 days after the Posted Content's removal, provided that:
 - 4.6.1 rights given to students before the Posted Content's removal will continue in accordance with the terms of those licenses (including any grants of lifetime access, if any); and

4.6.2 SAC's right to use such Posted Content for marketing purposes shall survive termination.

4.7 We may record all or any part of your Posted Content for quality control and for delivering, marketing, promoting and/or demonstrating the SAC platform and SAC's services. You grant SAC permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, your Posted Content, or SAC's content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

5 Trust & Safety

5.1 Trust & Safety Policies

5.1.1 You agree to abide by SAC's course quality standards or policies prescribed by SAC from time to time. You understand that your use of the Services is subject to SAC's approval, which we may grant or deny at our sole discretion.

5.1.2 We reserve the right to remove courses, suspend pay-outs, and/or ban instructors for any reason at any time, without prior notice, including in cases where:

- 5.1.2.1 you or Posted Content contravenes our policies or terms;
- 5.1.2.2 a course falls below our quality standards or has a negative impact on the student experience;
- 5.1.2.3 you engage in behaviour that might reflect unfavourably on SAC or bring SAC into disrepute;
- 5.1.2.4 you engage the services of a marketer or other business partner who violates SAC's policies.

5.2 Co-Instructors and Teaching Assistants

The SAC platform allows you to add other users as co-instructors or teaching assistants for courses that you manage. By adding a co-instructor or teaching assistant, you understand that you are authorizing them to take certain actions that affect your SAC account and courses. SAC is not able to advise on any questions or mediate any disputes between you and such users. If your co-instructors have an assigned revenue share, their share will be paid out of your earned revenue share based on the ratios you have specified in your Course Management settings as of the date of the purchase.

5.3 Relationship to Other Users

Instructors don't have a direct contractual relationship with students, so the only information you'll receive about students is what is provided to you by SAC and only for purposes of providing your services to those students on the SAC platform. You agree that you will not use the data you receive for any purpose other than providing your services to those students on the SAC platform, and that you won't solicit additional personal data or store students' personal data outside the SAC platform. You warrant that you will comply with the Protection of Personal Information Act, 4 of 2013, in respect of the receipt and processing of all personal information received by you. You indemnify SAC against any claims arising from your use and processing of students' personal data.

6.1 Price Setting

- 6.1.1 When creating and/or posting a course, you will be prompted to select a base price ("Base Price") for your course from a list of available price exchanges. Alternatively, you may choose to offer your course for free.
- 6.1.2 If you do not opt to participate in any Marketing Programs, we will list your course for the Base Price or the closest local or mobile app equivalent (as detailed below).
- 6.1.3 When a student purchases using a foreign currency, we will convert the relevant Base Price or Marketing Program price into the student's applicable currency using a system-wide foreign currency conversion rate set by SAC and fixed periodically into a table of corresponding price exchanges by currency ("Price Exchange Schedule"). Since the Price Exchange Schedule is fixed, those conversion rates may not be identical to the applicable market rate in effect when a transaction is processed. We reserve the right to update the Price Exchange Schedule at any time.
- 6.1.4 When a student purchases through a mobile application, the mobile platform provider's pricing matrix will control, and we will choose the price exchange closest to the applicable Base Price or Marketing Program price. Because mobile platforms impose their own currency conversion rates, conversions for mobile app prices may not match the conversions in the Price Exchange Schedule.
- 6.1.5 You give us permission to share your courses for free with our employees, with selected partners, and in cases where we need to restore access accounts who have previously purchased your courses. You understand and agree that you will not receive compensation in these cases.

6.2 Transaction Taxes

- 6.2.1 If a student purchases a product or service in a country that requires SAC to remit national, state, or local sales or use taxes, value added taxes (VAT), or other similar transaction taxes ("Transaction Taxes"), under applicable law, we will collect and remit those Transaction Taxes to the competent tax authorities for those sales. We may increase the sale price at our discretion where we determine that such taxes may be due. For purchases through mobile applications, applicable Transaction Taxes are collected by the mobile platform (such as Apple's App Store or Google Play).

6.3 Marketing Programs

- 6.3.1 SAC offers optional marketing programs (Marketing Programs) in which you can choose to participate. These programs can help increase your revenue potential on SAC by finding the optimal price point for your courses and promoting them through additional marketing channels.

6.3.2 There is no up-front cost to participate in these programs, and you can modify your participation status at any time, though changes you make will not apply to currently active campaigns.

7 Payments

7.1 Revenue Share

7.1.1 When a student purchases your course, we calculate the gross amount of the sale as the amount actually received by SAC from the student ("Gross Amount"). From this, we subtract any Transaction Taxes, any mobile platform fees applied to mobile provider checkout sales, a 3% administrative and handling fee for any non-mobile provider checkout sales, and any amounts paid to third parties in connection with the Marketing Programs to calculate the net amount of the sale ("Net Amount").

7.1.2 If you have not opted into any of SAC's optional Marketing Programs, your revenue share will be 50% of the Net Amount less any applicable deductions, such as student refunds. If we change this payment rate, we will provide you 30 days' notice using prominent means, such as via email or by posting a notice through our Services.

7.1.3 SAC makes all instructor payments in South African Rands regardless of the currency with which the sale was made. We will assume transaction processing fees, excluding foreign currency conversion fees and bank charges.

7.1.4 We will provide you with a monthly detailed revenue report that will reflect the sales price and your converted revenue amount in South African Rands.

7.2 Receiving Payments

7.2.1 For us to pay you in a timely manner, you must own a valid bank account in good standing and must keep us informed of the correct email associated with your account. You must also provide any identifying information, including proof of your physical address, and/or tax verification documentation necessary for payment of amounts due, and you agree that we have the right to withhold appropriate taxes from your payments. We reserve the right to withhold payments or impose other penalties if we do not receive proper identifying information or tax documentation from you. You understand and agree that you are ultimately responsible for any taxes on your income.

7.2.2 Depending on the applicable revenue share model, payment will be made within __ days of the end of the month in which we receive the fee for a course.

7.2.3 We reserve the right not to pay out funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

7.3 Refunds

7.3.1 You acknowledge and agree that students have the right to receive a refund, as detailed in the User Terms and Conditions. Instructors will not receive any revenue from transactions for which a refund has been granted under the User Terms and Conditions.

7.3.2 If a student asks for a refund after we have paid the relevant instructor payment, we reserve the right to either:

- 7.3.2.1 deduct the amount of the refund from the next payment due to the instructor; or
- 7.3.2.2 where no further payments are due to the instructor or the payments are insufficient to cover the refunded amounts, require the instructor to refund to SAC any, on demand, amounts refunded to students for the instructor's courses.

8 Trademarks

8.1 While you are a published instructor and subject to the requirements below, you may use our trademarks and intellectual property where we authorize you to do so.

8.2 You must:

- 8.2.1 only use our intellectual property and trademarks that we make available to you, as detailed in any guidelines we may determine from time to time;
- 8.2.2 only use our intellectual property and trademarks in connection with the promotion and sale of your SAC courses or your participation on SAC; and
- 8.2.3 immediately comply if we request that you discontinue use.

8.3 You must not:

- 8.3.1 use our intellectual property and trademarks in a misleading way, or in any manner that is likely to, or will, cause SAC damage or disrepute;
- 8.3.2 use our intellectual property and trademarks in a way that implies that we endorse, sponsor, or approve of your courses or services; or
- 8.3.3 use our intellectual property and trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

9 Deleting Your Account

9.1 Instructions on how to delete your instructor account are available from admin@sacampusonline.com. We'll use commercially reasonable efforts to make any remaining scheduled payments that are owed to you before deleting your account. You understand that if students have previously enrolled in your courses, your name and that Posted Content will remain accessible to those students after your account is deleted. If you need help or encounter difficulty deleting your account, you can contact us on admin@sacampusonline.com.

10 Miscellaneous Legal Terms

10.1 Updating These Terms

10.1.1 From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and SAC reserves the right

in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice.

10.1.2 Modifications will become effective on the day they are posted unless stated otherwise.

10.1.3 Your continued use of the SAC platform after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

10.2 Relationship Between Us

10.2.1 You specifically acknowledge and agree that the relationship between you and SAC is not and will not be represented or construed as a joint venture, partnership, employment, contractor, or agency.

10.3 Survival

10.3.1 The following sections will survive the expiration or termination of these Terms:

10.3.1.1 Section 4;
10.3.1.2 Section 5.3;
10.3.1.3 Section 7.2;
10.3.1.4 Section 7.3;
10.3.1.5 Section 9;
10.3.1.6 Section 10.

INSTRUCTOR



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CHIEF OPERATING OFFICER