

EDGE Learning Media (Pty) Ltd – End User License Agreement

(Version: 1.0)

Introduction

This end-user license agreement regulates how you can use our educational products. This license is subject to conditions and you will be liable for breach of this licence if you use our product contrary to these conditions. You give us the right to audit your use of our product. If we find through an audit or in any other way that you have breached this license, then you will be liable to pay us damages and penalties specified in this licence.

Acceptance

This End User Licence Agreement (**EULA**) regulates the use of the educational products by the user, including without limitation, all upgrades and enhancements (**product**) and any related documentation. By loading the product onto a computer, phone or accessing it through a website or by exercising the rights granted to you in this EULA, you accept and agree to be bound by the terms of this EULA.

Parties

This agreement is between you, the individual or organisation that uses our product, and us, the owner of the product. We are EDGE Learning Media (Pty) Ltd: 2015/332511/07)

Changes

We may change the terms of this EULA at any time. We will notify you of any changes by placing a notice in a prominent place on our website or in the products, or by sending you an email detailing the changes that we have made and indicating the date that they were last updated. If you do not agree with the changes, then you must stop using the products. If you continue to use the them following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted those updated terms.

Our products

Our products are the educational applications or websites and any related documentation associated with this licence.

Our intellectual property rights

We own copyright and other intellectual property rights in our products. Our products belongs to us and not to you.

Grant of license

If you agree to the terms of this agreement, then we grant you this license to use our products subject to the license conditions set out below. You will then have the right to use the product subject to the conditions. But, you may not use our product as if you own any rights in it. We do not grant you any license to use our product if you do not agree to the terms of this agreement.

Duration of license

This license starts to apply when you accept it and continues to apply until it terminates.

License conditions

Non-exclusive. Your right to use our product is non-exclusive. We may give anyone else the same or any other right to use our product.

Non-assignable. Your right to use our product is non-assignable. You may not transfer the right to anyone else.

Business purposes. Your right to use our product is only for your personal purposes. You may not use the product for any other purposes.

Duration. Your right to use our product is only for the duration of this agreement. You may not use the product before or after the duration of this agreement.

License fees. Your right to use our product may depend on payment of the licence fees related to that licence. You will not have the right to use our product if the customer responsible for paying the associated licence fees (who may or may not be you) has not paid them.

Breach of license

You will be in breach of the license to use our product if you use it contrary to the conditions set out above.

Feedback

Introduction. We value your feedback about our product. It helps us improve it for you and our other users. But, please ensure that your feedback does not contain any unsolicited ideas. The purpose of this restriction is to avoid potential misunderstandings or disputes if our product incorporates an idea similar to an unsolicited idea that you submitted to us in your feedback.

Definitions. In this clause:

- **feedback** means any comments or suggestions you send us or post on a website that we control related to our product; and
- **unsolicited ideas** means any original intellectual property related to our product or new goods or services that we have not asked you for in writing.

No obligation to you. We are not obliged to compensate or credit you for your feedback in any way unless we have a written agreement with you to do so.

Your obligation to us. When you submit your feedback to us, you:

- grant to us a perpetual, non-exclusive, royalty free licence to use, reproduce and, modify your feedback for any purpose related to our goods or services;
- agree to deliver all documents and perform all actions necessary to ensure that our rights to use, reproduce, and modify your feedback are effective and enforceable; and
- give up any claim that our use, reproduction, or modification of your feedback violates any of your rights, including your intellectual property rights or your moral rights (the rights not to have your work distorted and to be credited for your work).

Submission. You can submit any feedback to us by email to info@edgelearningmedia.com or through any of our other feedback channels.

Your data

You can find out how we process your personal information and the steps we take to secure it by reading our privacy policy http://www.edgelearningmedia.com/terms/Privacy_Policy.pdf in summary:

- **Legal obligations.** We are responsible for complying with our obligations and you are responsible for complying with your obligations under applicable laws governing your data. We both acknowledge that we are not investigating the steps the other is taking to comply with any applicable privacy and protection of personal information laws.
- **Trans-border flows of your data.** You consent to us transferring your data across a country border to enable us to comply with our obligations under the agreement. You give us consent to transfer your data to a country who may not have equal or better data protection or privacy laws as you enjoy in your country of residence.
- **We may share some of your personal information with our partners. If we do they will be bound by the terms of privacy policy.**
- **Indemnity.** You agree to indemnify, defend, and hold us harmless (and those related to us and our personnel, co-branders or other partners) from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to you failing to comply with your obligations under this clause. If permissible under applicable law, legal costs will be on an attorney and own client basis.

Intellectual property

Retention of rights. We have created, acquired or otherwise obtained rights in our technology and despite anything contained in the agreement, we will own all right, title, and interest in our technology.

Use of our technology. If we utilise any of our technology in connection with our performance under an order, our technology will remain our property and you will not acquire any right or interest in it.

Trademarks. Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

Restrictions. Except as expressly permitted under the agreement, the services may not be:

- modified, distributed, or used to make derivative works;
- rented, leased, loaned, sold or assigned;
- decompiled, reverse engineered, or copied; or
- reproduced, transferred, or distributed.

Prosecution. All violations of proprietary rights or the agreement will be prosecuted to the fullest extent permissible under applicable law.

Warranties and disclaimer

No warranties. While we do our best to make sure that our product is error free, we make no warranties in relation to our product other than those imposed by the relevant consumer law, and then only if you are a consumer in terms of that law.

Disclaimer. You use our product at your sole responsibility and risk. We provide the product on an “as is” and “as available” basis. To the extent allowed by law, we expressly disclaim all representations, warranties, or conditions of any kind, whether express or implied.

Exclusion of liability. Despite any warranty we give, we will not be liable regards any defect arising from negligence, failure to follow our instructions (whether oral or in writing) or misuse.

Limitation of liability

Direct damages limited. To the extent permitted by applicable law, regardless of the form (whether in contract, delict or any other legal theory) in which any legal action may be brought, our maximum liability to a you for direct damages for anything giving rise to any legal action will be an amount equal to the total fees already paid by you to us for the product related to the claim. The aggregate amounts for all claims will not be greater than the maximum amount.

Indirect damages excluded. To the extent permitted by applicable law, in no event will we (or our personnel) be liable for any indirect, incidental, special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including loss of profits, loss of goodwill, damages relating to lost or damaged data or product, loss of use, damages relating to downtime or costs of substitute products) arising from the agreement.

Termination by us

We can terminate this agreement, or discontinue providing access to the products at any time for any reason without any prior notification to you and without any liability to you

Termination for breach

Right to terminate. If you breach this license to use our product, we may immediately terminate it without notice to you.

Damages. If you breach this license to use our product, we may claim damages from you equal to the licensing fees you would have paid to us had you paid us for a license to use our product in the way that you did.

Penalties. If you breach this license to use our product, you will pay us penalties equivalent to the license fees a customer would have paid us for the period during which you were in breach.

Force majeure

Parties not liable. No party will be responsible for any breach of this agreement caused by circumstances beyond its control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions, or acts of God.

Party affected to notify other party. If there is an event of force majeure, the party affected will tell the other immediately, and they will meet within seven days to negotiate other ways to carry out any affected responsibilities under this agreement. The parties will continue to comply with the responsibilities that are not affected by the circumstances.

Right to cancel. If a party cannot fulfil a material (significant) part of its responsibilities under this agreement for more than 60 days because of force majeure, the other party may cancel this agreement by written notice.

Resolving disputes

There will be a dispute about or from this agreement if a party writes to the other about it and asks for it to be resolved under this clause. The parties must refer any dispute to be resolved by arbitration. The parties must refer the dispute within 15 business days to arbitration (including

any appeal against the arbitrator's decision) under Arbitration Foundation of Southern Africa's (AFSA) latest rules for expedited arbitrations. The arbitration will be held in English in Cape Town. The parties will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.

General

Entire agreement. The agreement is the entire agreement between the parties on the subject.

Waiver (giving up of rights). Any favour we may allow you will not affect or substitute any of our rights against you.

Severability. If any term is void (invalid), unenforceable, or illegal, the term may be severed (removed) from and will not affect the rest of this agreement if it does not change its purpose.

Governing law. South African law governs this agreement.

Jurisdiction. You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that we may bring against you in connection with this agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.