Terms and Conditions

**1. Introduction**

Welcome to Educlined Online. Please read these Terms and Conditions (incorporating our Privacy Policy) (the “Terms”) before registering as a student or making use of any of our services, including any course material, chat rooms, tutors or other electronic services (our “Services”).

These Terms are legally binding agreements between us. By registering as a student on our website [www.educlined.org](http://www.educlined.org)  (the “Site”) you are agreeing to be bound by these Terms.

If you are under the age of 18 years you must be assisted by and have the consent of your parent or legal guardian. By registering you confirm that you have been assisted by your parent/guardian and they have consented to your registration on the Site and payment for the courses.

We may change these Terms from time to time. If we do, any changes will be effective immediately and we will take reasonable steps to let you know about any changes, either by a notice on the Site or by sending you an email. If you keep using the Services after a change, that means you accept the new terms.

In these Terms, the words “Educlined”, “we,”, “our” or “us” means Educlined (Pty) Ltd, including our directors, staff, employees and affiliates.

**2. Student Registration / Creating an a username and password via Google apps for Education**

**New Enrolment Journey** - a parent is able to sign up on the Site. Educlined will create profiles for all registered students. Through this process, the parent also, indirectly can monitor Google Classrooms.

**Student Tracker** - **By using the Google Classrooms you explicitly agree to grant Google access to your personal information. You understand and agree that this is entirely at your own risk and we do not accept any liability in this regard. The Terms (including our Privacy Policy) and our limitation of liability specifically apply to your use of Google Classrooms for Education.**

In order to use the Services, you will need to register as a student with Educlined. You will be required to provide the following information:

* Full names;
* Cellphone number;
* Email address;
* An automatically generated password will be created for you by Google. This may be changed at any time by the student.

A confirmation email will be sent to you with a link to confirm your username and password. Once your email address and password has been created you are registered as a student.

There is currently one types of subscription you may select from, namely the Select Subscription.

The information you provide must be accurate and complete. You must safeguard your password and supervise the use of your account. Every person must register their own account and you are not entitled to permit anyone other than you to use your account. We will assume that anyone using the Site or transacting through your account is you. You agree that you are solely responsible for any activity that occurs under your account. If you find out that someone has used your account without your permission, you should report it [cleducation@cledu.org](mailto:cleducation@cledu.org)

By registering as a student and using the Services you confirm that you have the consent of your parent or legal guardian (where necessary) to do so, which includes the obligation to make payments for such Services.

Your account will only be activated once you have made payment. Please see “Fees and Payment” below.

In the event that you make an error and subscribe to the wrong levels and/or subjects, you must contact Educlined within 24 hours, Educlined will, in its sole discretion, determine the course of action to resolve the issue, which may include, but is not limited to, a credit card refund, an EFT refund of the excess amount paid, or requiring you to pay any shortfall.

**3. Fees and Payment**

Tuition fees are dependent on what subjects you take and what level you are on. If you would like a consultation with one of our experienced advisors, please contact Educlined via WhatsApp on 0833837649. Alternatively, send an email to cleducation@cledu.org and we will get back to you.

* A subscription lasts 12 months – i.e. you get 12 months of access to the levels you have subscribed to, including all learning content and teacher support (where applicable). At the end of the 12 month subscription, your account will automatically be deactivated by the system.
* A non-refundable once-off registration fee will be charged when signing up.
* When you subscribe you will have the option to pay via Credit Card, Debit Card, EFT or through the safe and secure Payfast payment portal.
* If you elect to pay by way of EFT, an invoice will be emailed to you and you are required to pay 100% up front (no payment plan options via EFT). Once we have received 100% of the funds, we will activate your subscription and access to our Site.
* If you elect to pay via Credit Card or Debit Card, Educlined will not be liable if your bank does not honour the transaction for any reason whatsoever. For example, if your bank declines the transaction due to insufficient funds, transaction limits, or if the card’s banking association is not accepted by Educlined’s third party payment gateway.
* Should you have elected to pay your subscription over 5 months, and the student finishes their course in a shorter time period, you are still liable to complete all payments until the full amount owing has been paid.
* Should you wish to cancel your subscription please contact us at [cleducation@cledu.org](mailto:cleducation@cledu.org) . Please note that a cancellation fee may be charged.

**Affiliates Subscription Purchases:**

* It is possible to purchase subscriptions via a third-party network of affiliates.
* It is important to note that these affiliates are independent contractors and are not employees or representatives of Educlined.
* Should you purchase a subscription from a third-party and we do not receive payment for any reason, your account will not be activated (or will immediately be suspended) and we will not incur any liability in this regard. In such a case you will need to take this up directly with the affiliate through whom you purchased the subscription.

Our prices are based in South African Rands. Currency conversions are handled by your bank and calculated at the time of your payment.

Our tuition fees don’t include the cost of textbooks, nor the cost of exams. Please note that exams for IGCSE and AS and A Level are administered by accredited Cambridge Exam Centres or British Councils, who charge a separate fee.

If your payment is not received or declined your access to the Site will be suspended.

**4. Cancellation**

Should you wish to cancel your subscription please contact us and request details on our Cancellation Policy.

Please note that penalty fees may be charged for terminating your subscription. These penalty fees are calculated based on how long your subscription has been activated and are levied within our sole discretion.

No cancellations will be accepted if your account has been active for 72 hours or longer.

We reserve the right to cancel your subscription at anytime without a refund should you breach any of these Terms.

**5. Courses**

It is important to note that Educlined is not an accredited or registered Cambridge School. Students who write their Cambridge IGCSE and AS/ A Level exams will receive their accreditation directly from Cambridge Assessment International Examinations (CAIE).

You are responsible for selecting your subjects and courses and we bear no responsibility or liability in this regard. What subjects you take is important for your career and must be carefully considered with the guidance of parents and qualified advisors.

Courses are selected online on the Site. The ultimate responsibility is your own and we cannot accept any liability should your subject selection disqualify you from further studies.

**It is the Parents and student’s responsibility to do the necessary research to ensure that the student has met the minimum requirements for university entrance and their university of choice.**

**6. Assignments**

Assignments are created by teachers. Assignments are marked by our teachers.

Marking of an assignment usually takes place within 7 – 10 working days from the date on which the completed assignment is uploaded. However, this time period is an estimate only and depends on the volume of assignments submitted.

Students must complete their own assignments independently as instructed (i.e. time and resources allowances) and without assistance from parents / friends / students / unauthorised resources (including online search engines). We rely on the students and parents to act in good faith in this regard and if it is found that any student has breached any of the above conditions, or assisted someone else, the student(s) in question may be expelled from Educlined without any refund of monies paid.

**7. Examinations**

For Primary and Foundation packages, Educlined Junior provides and marks exams. The timing of your exams is entirely at the discretion of the student's family. Our teachers will provide guidance on whether or not the student is ready to write. However, the ultimate responsibility rests with the parents and the students themselves. Parents/guardians are required to carry out the exams as Educlined has instructed them to do so, by providing an environment that prevents the student from cheating and by giving the student the specified time limit.

From International GCSE upwards, as an independent learner, you need to write the Cambridge International Exams at a Cambridge test venue that accommodates “private candidates”. Our teachers will provide guidance on whether or not the student is ready to write the Cambridge International Exams. However, the ultimate responsibility rests with the parents and the students themselves. You are responsible for making your own exam arrangements with your preferred test centre and must liaise directly with them as only private candidates can register themselves. The cost of the exams is not included as part of our fees. You can find a test centre near you by using the following website: <https://help.cambridgeinternational.org/hc/en-gb>.

Exams may be written twice a year – in May and June, and in October and November each year. All schools or exam centres set their own exam fees to cover both Cambridge International costs and the use of their facilities and proctors. You should contact the exam centre at least three months ahead of time. Please note that certain subjects are only written once a year, at the end of the year.

**8. Online Chat, Live Groups Sessions (Q&A’s) and Live Lessons**

**Online Chat (Premium subscriptions only)** - Teachers may reply via text, voice notes or videos or on email. We accept no liability should a teacher fail to respond to any question.

**Live Group Sessions:**  These are at the discretion of the tutor and/or subject. Some subjects have a vast video library and require no further live sessions. Other tutors and/or subjects may host live sessions once a week, bi-weekly or once a month. Educlined has no strict policy around this and the choice to host a live session is at the specialist subject tutor’s discretions. **By accessing the live group session you consent to your personal information being used for this purpose. All Live group sessions are placed on the Google Classrooms once completed**

Please note that these above sessions/lessons/online chats may not be available in your geographic region and we do not accept any liability should you not be able to access or participate in them.

The views, thoughts, and opinions expressed by the tutors belong solely to the tutor, and do not necessarily reflect the view of Educlined. We do not accept any liability for any comments, opinions or views expressed by the teachers at any time.

**9. Electronic Communications**

When you visit the Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically, which will allow us to communicate with you via e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any and all legal requirement that such communications be in writing.

**10. Rules for Online Conduct**

You agree not to:

* access or attempt to access any part of the Site by any means other than through the interface provided by us.
* grant access to your Google Classroom, any content or any materials therein to any other person for any reason whatsoever.
* cheat, by any means, in relation to any assessments or any materials required for submission. This includes plagiarism and permitting a third party to collaborate or assist you with any such work.
* engage in any activity that interferes with, or disrupts, Google Classrooms or the servers and networks that host the Site. You may not use data mining, robots, screen scraping or similar data gathering and extraction tools on the Site.
* copy, reproduce, republish, upload, post, transmit or distribute the Site, the content or materials therein. Please note further that deep linking, embedding or using analogous technology is strictly prohibited.
* frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) belonging to us and our affiliates without our prior written consent.
* attempt to circumvent, disable or interfere with the security related features of the Site or features that prevent or restrict use of copying any content or enforce limitations on the use of the Site or content therein.

You agree to comply with all applicable laws, statutes, ordinances, regulations and codes of conduct pertaining to your access to and/or use of Google Classrooms, the Services, and/or use of your student profile, or any part of these, and/or your posting of content and material (including text, files, images and photographs).

You may not yourself, or through a third party –

* use the Site for harmful, unlawful or illegal purposes, including, without limitation to:
  + impersonate any other person or use a false or unauthorised name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications;
  + collect, harvest or otherwise obtain Personal Information, (including personal information as this term is defined in POPI), relating to other users;
  + create, store and/or send unsolicited commercial communications; or conduct any fraudulent activity including any “pyramid scheme”, “ponzi scheme” or “chain letter”.
* use any student profile in a manner so as to advertise or promote your or any third party’s products or services and/or impersonate another person;
* copy, reproduce, translate, adapt, vary, modify, distribute, lease, license, sub-license, encumber or in any other way deal with any portion of the content on Google Classrooms for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
* decompile, disassemble or reverse engineer any portion of the Site;
* collect service listings, descriptions or other information displayed on the Site;
* adapt, modify or enhance the any content or Google Classroom. In the event of any person effecting any adaptation(s), modification(s) or enhancement(s) to the Site in breach of this clause, such adaptation(s), modification(s) and enhancement(s) hereby vest exclusively in us and you hereby assign all rights in and to, and waive any and all moral rights in and to, such adaptation(s), modification(s) and enhancement(s), which assignment we accept;
* without our prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to Google Classroom and/or our course content by persons other than you;
* remove any identification, trademark, copyright or other notices from the Site and/or any personalised item, it being specifically recorded, acknowledged and agreed that trademarks proprietary to or licensed to us will automatically be incorporated in all customer profiles;
* establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively “linking”), to our content and/or Google Classrooms or any subsidiary pages;
* use the Site and/or any personalised item to transfer files that contain viruses, Trojans, bombs, time-locks, phishing programmes or other harmful programmes; and/or penetrate or attempt to penetrate the Site’s security measures.

**11. Code of Conduct**

Our Code of Conduct is a legally binding agreement between you and us governing your conduct and use of our Services and the Site. By using the Site, you are agreeing to be legally bound by this Code of Conduct. If you breach this Code of Conduct, we may in our sole discretion expel you from Educlined and deregister your account. You will not be entitled to a refund of any fees paid in this event.

Code of Conduct:

You agree that you will:

* Only have one user account and will not let anyone else use your login details or permit them to have access to your account or and other resources;
* Complete all assignments and assessments on your own and without any assistance from any person or resource (unless you are expressly permitted to do so) and will not provide such assistance to anyone else;
* Not do anything that could improve my results in a dishonest manner or assist/harm anyone else;
* Not make any racist, sexist, profane or otherwise hurtful statement in any forum whatsoever, including online, via text message or on any social media platforms for any reason whatsoever.

If, in our sole discretion, we believe that you have breached the Code of Conduct, we may take the following action(s), without any refund or compensation to you:

* Terminate your subscription to the Site and our Services immediately;
* Withdraw or refuse to grant any certificate or credential achieved;
* Suspend or restrict your access to the Site and our Services.

**12. Limitation of Our Liability**

THE SITE AND ANY INFORMATION, CONTENT OR SERVICES MADE AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EXCEPT INSOFAR AS ANY SUCH IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW.

EDUCLINED DOES NOT WARRANT THAT THE GOOGLE CLASSROOMS WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE COURSES OR CONTENT PROVIDED WILL MEET YOUR NEEDS OR EXPECTATIONS. EDUCLINED ALSO MAKES NO WARRANTY ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS, OR QUALITY OF THE SITE OR ANY COURSES OR CONTENT, OR THAT ANY PARTICULAR COURSES OR CONTENT WILL CONTINUE TO BE MADE AVAILABLE.

USE OF THE SITE, AND THE CONTENT AND SERVICES OBTAINED FROM OR THROUGH THE SITE, IS AT YOUR OWN RISK. YOUR ACCESS TO OR DOWNLOAD OF INFORMATION, MATERIALS, OR DATA THROUGH THE SITE OR ANY REFERENCE SITES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

**13. Things We May Do**

We may:

* modify or withdraw, temporarily or permanently, the subject content material (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Site; and/or
* Change these Terms from time to time with or without notice to you, and your continued use of the Site (or any part thereof) following such change shall be deemed to be your acceptance of such change.
* We will use all reasonable effort to maintain Google Classrooms and will provide services with due care and skill but do not warrant that the services provided may be without fault or disruption. Google Classrooms and subject related content is subject to change from time to time. You will not be eligible for any compensation should your use of any part of the Site be affected in anyway and/or because of a failure, suspension or withdrawal of all or part of the Site due to circumstances beyond our control.
* We hold the right in our sole and absolute discretion, to monitor any activity and content associated with the Site. We may investigate any reported violation of these Terms or complaints and take any action that we may deem appropriate which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access, and/or the removal of any materials from the Site.
* Whilst we have taken reasonable measures to ensure the integrity of Google Classrooms and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Site are free of viruses, Trojans, time bombs, time-locks, phishing programmes or other harmful programs.
* We do not undertake to actively monitor the uploading, reproduction, display, use, distribution or sharing by a user of his/her profile, for example on websites dedicated to discussion forums and/or blogs, nor do we have control over material posted on such discussion forums and/or blogs.
* You acknowledge that because information is transmitted via the Internet, such information, irrespective of whether it constitutes personal information, may be susceptible to monitoring and interception. Accordingly, you are discouraged from transmitting to the Site any information that may be viewed as confidential and/or of a sensitive nature and you bear all the risk of transmitting information in this manner. Under no circumstances shall we be liable for any loss, harm, or damage suffered by you as a result thereof.
* We hereby reserve the right to take whatever action we find necessary to preserve the security, integrity and reliability of our network and back-office applications. You may not utilise the Site in any manner which may compromise the security of the Site in any manner whatsoever, which shall include without limitation, delivering or attempting to deliver any unauthorised, damaging or malicious code to the Site, which is expressly prohibited.

**14. Third Party Links**

In an attempt to provide increased value to our users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and further accept that we do not endorse and are not responsible or liable in any way whatsoever, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including but without limitation to, any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources. The materials that can be accessed from linked sites are not maintained by us and we are not responsible for the contents thereof. Any reference to a linked site or any specific third party product or service by name does not constitute or imply its endorsement by us and you assume all risk with respect to its use.

**15. Intellectual Property**

All content included on the Site and subject content developed material, including but not limited to, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is our property or the property of our content suppliers and is protected in terms of intellectual property laws in South Africa (including trade mark and copyright law) as well as international copyright laws. The compilation of all content on Google Classrooms is our exclusive property and is protected by copyright law. Any software used, now or in the future, is our property or that of our software suppliers and is protected by copyright law. The trademarks, names, logos and service marks (collectively "Trademarks") displayed on the subject-related content material registered and unregistered Trademarks belong to us. Nothing contained on Google Classrooms or in the subject related content material, except as expressly stated in the Terms, shall be construed by you as the granting of any license or right to use any Trademark without our prior written permission. All rights in and to the content and Trademarks are reserved and retained by us and/or our content suppliers. You further acknowledge that we and/or our content suppliers are the proprietors of all the content and Trademarks on the Site, whether it constitutes confidential information or not, and that you hold no right, title or interest in any such material.

**16. Forum Discussions**

You are allowed to participate in forum discussions once you have registered. Content or material posted on the forum are exclusively licensed to Educlined by the users to distribute, publish, store or deal with in any other manner as Educlined deems fit and you waive all claim and moral rights attached to such content or material. Any content or material posted on the forums can be edited and/or removed by Educlined at their sole and absolute discretion.

**17. Warranties**

We make no representations or warranties of any kind, express or implied, as to the operation of the website or the information, content, materials, and/ or products included on the website. You expressly agree that your use of this site is at your sole risk.

To the full extent permissible by applicable law we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the website, its servers, or e-mail sent from us are free of viruses or other harmful components. We will not be liable in any way for any damages of any kind arising from the use of this site and forums, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Neither Educlined, nor our directors, employees, officers, suppliers, service providers or subsidiaries, make any representations or warranties of any kind (including but not limited to express or implied representations or warranties, as to the operation of the website or the information, content, materials, or products included on the website). You expressly agree that your use of the website, Google Classrooms and content material is at your sole risk. In no event shall, our directors, employees, officers, service providers or subsidiaries be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the use of the website, our services or the terms and conditions (howsoever arising, including but not limited to negligence).

**18. Indemnity**

You hereby unconditionally and irrevocably indemnify us, our affiliated companies, its officers, agents, directors and employees and agree to hold us free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by us or instituted against us for infringement of any right, whether the claim or action arises from delict or contract, or any infringement of whatsoever nature, arising out of or pursuant to the exercise by you of your rights or the fulfilment or breach by you of any of your obligations under these terms or any other requirements that we may impose from time to time, including, without limitation, all loss, damages, claims and/or costs suffered or incurred by us or instituted against us as a direct or indirect result of your use of the site, and such indemnity shall extend to the reasonable costs that may be incurred by us in defending any action instituted against us.

Your use of the subject related content material, the educational products and services and/or your customer profile is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use thereof. We do not accept liability that may arise in connection with the uploading, reproduction, display, use, distribution or sharing by you of your customer profile.

**19. General**

**License** We grant you a limited license to access Google Classrooms as a user, which is non- exclusive and non- transferrable. This license does not permit any of the following:

* resale or commercial use of the Site or its contents;
* collection and use of any product listings, descriptions, or prices;
* collection and use of the content for any use other than your own personal use;
* derivative use of the Site or its contents; any downloading or copying of account information for the benefit of another merchant; or
* any use of data mining, robots, or similar data gathering and extraction tools.

**Notice** Except as explicitly stated otherwise, any notices shall be sent by you by way of email to [cleducation@cledu.org](mailto:cleducation@cledu.org) Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address/es for that purpose. You hereby agree that we shall use the email address provided by you are your address to receive all information, notices, documents and legal process. Notice shall be deemed given 48 (forty-eight) hours after email is sent, unless the sending party is notified that the email address is invalid. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be “in writing”.

**Termination** We may in our sole discretion terminate your account or restrict your access to Google Classrooms and/or Services. If we do this, you may be prevented from accessing all or parts of Google Classrooms, your account or other content contained in your account. We will not be liable to you or any third party for doing so.

**Jurisdiction and Choice of Law** These Terms shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South Gauteng High Court in the event of any dispute.

**Severability** Notwithstanding that any provisions of this agreement be illegal or unenforceable, the remaining provisions of this agreement shall continue to be of full force and effect.

**Whole Agreement** This agreement continues the whole agreement between the parties.

**20. Privacy Policy**

* We are committed to protecting your privacy. This privacy policy applies to all the web pages related to the Site. We have taken all reasonable steps to safeguard the privacy of information provided by you, but we do not make any representations or warranties that the information provided by you, whether personal information, or otherwise, is absolutely safe and secure. The information gathered through details submitted via the Site will not be used for anything other than that which is stated in these Terms. Such gathered personal information may be re-used and stored by us for a reasonable period and in order for the completion of any of our related services, including any marketing and advertising of products by ourselves. We may collect certain information about your visit, including but not limited to the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the website that linked you directly to the Site. This information is used amongst other things to help improve the Site, analyse trends, and administer the Site. We may further collect your progress and performance statistics for internal purposes and for reporting to the relevant educational institutions, if applicable. Other than in respect of personal information, if you provide information to us, you agree that such information is not confidential information and that we have unlimited rights to such information and that we may use such information for any purpose within our sole and absolute discretion. While using the Site, information about you may be either collected by us or provided by you, such as, without limitation, your name, surname, title, birth date, gender, country of residence, closest city, address, contact numbers, non-personal browsing habits and click patterns, email address and IP address. You consent to such collection of information. You agree that we may collate, process, use and store the information referred to above to greet you when you log onto the Site, inform you of facts relating to your access and use of the Site, provide you with periodic information regarding products, services, competitions, special offers and other of our marketing initiatives, our partners or affiliates (“Marketing Initiatives”), to communicate with you, and request information from you and to compile non-personal statistical information about browsing habits, click-patterns and access to the Site. If we sell our business or part of it, it will share the information about you which it has collected from your use of the Site, with the purchaser, who may then provide you with information about their products, services and marketing initiatives. You acknowledge and agree that by creating customer profile and uploading and sharing such customer profile, for example on websites dedicated to discussion forums, such information is not confidential.
* You hereby provide your consent that we are entitled to collect, maintain, save, compile, share, disclose any information collected from you, subject to the following provisions:
  + we shall not disclose any personal information to anyone except as provided for in these Terms;
  + we may compile, use and share any information that is not personal information for statistical and research purposes;
  + we may disclose personal information to our employees, affiliates, independent contractors and agents who require such information to carry out their duties in providing our Services to you or any activity incidental thereto; and
  + we shall disclose personal information where the law requires it to disclose such personal information.
* In all other situations, we shall not disclose personal information without giving you prior notice thereof and an opportunity for you to consent thereto.
* Where disclosure has been made to any third party, we undertake to keep records of such third party disclosure and will ensure that all such third parties sign written agreements protecting the confidentiality of such personal information as provided for in the Protection of Personal Information Act 4 of 2013 (“POPI”).
* You agree and recognise that information provided may be susceptible to the provisions of the Regulation of Interception of Communications Act 70 of 2002. As such, we may possess the right to intercept, read, monitor, block, delete, and/or close the information provided to the Site.
* You agree that we may store your personal information in any country outside of South Africa where such country’s data privacy laws are equivalent or stricter than POPI (including the United States of America and the United Kingdom), or where we have concluded suitable agreements with third parties which comply with the relevant provisions of POPI allowing for the storage of personal information.
* Through your use of Google Classrooms and subject-related content, you signify your acceptance of our Privacy Policy. Should you not agree to this policy, please do not continue to use the any Educlined related material. Your continued use of the Google Classrooms following the posting of changes to these Terms (including but not limited to changes to the Privacy Policy) will be deemed as your acceptance of those changes. By registering with Educlined you provide your consent to allow us to communicate various messages relating to promotions, special offers, discounts and the like associated with the Site. The form of communication may include, but are not limited to, electronic mail; mobile communications (SMS); and telephone calls.
* Should you choose to provide us with personally identifiable information through the use of the Site, rest assured that any such information you have voluntarily provided will not be shared with any third-party organisation other than in accordance with these Terms or with your express consent. Should you wish to unsubscribe from our services please send an e-mail to cleducation@cledu.org

**21. About Us**

**Enquiries:** cleducation@cledu.org or +27 833837649

**Official Company name:** Educlined PTY Ltd

**Website :** www.educlined.org

**Postal address: —**

29 Church Street

Olivedale

Johannesburg

South Africa

2188

**Description of the main characteristics of the products or services offered by Educlined:**

Educlined is a South African-based international online learning platform specialising in a UK curriculum and supporting students from Primary to A Level. We bring together a world class technology platform (Google) with the best online learning content and direct access to part-time, passionate tutors.