

Standard Agreement

Updated: 27 June 2017

This Standard Agreement is the legal contract between you and Brainline Learning World (Pty) Ltd. In order to enjoy your learning experience with Brainline, you have to read and accept this agreement. Please ensure that you read the entire document thoroughly before you accept the terms and conditions for enrolment with Brainline Learning World (Pty) Ltd.

** Kindly print and complete this document. Include your initials on each page before you upload it on the Online Enrolment Platform.*

A. GENERAL TERMS AND CONDITIONS

1. Definitions: In this agreement the following meaning is ascribed to the words below, unless the contract implies otherwise.
 - “**I**” and “**me**” means the client,
 - “**you**” refers to the supplier, being Brainline Learning World (Pty) Ltd (hereafter Brainline),
 - “**Head Office**” means the main administrative centre of Brainline,
 - “**problem experienced**” means any problem that may be encountered,
 - “**certificate**” means a certificate containing the information regarding amounts owed and interest.
2. I accept that reference to the singular in this agreement shall embrace the plural and vice versa, unless the contents require otherwise.
3. I understand that this is a binding offer for the product, subject to acceptance by Head Office. Enrolment by Head Office is only confirmed once both academic and financial approval has been finalised. Should I neglect to receive the product (either as an electronic download or in DVD format or both), this shall in no way affect my responsibilities and/or liabilities in terms of this agreement.
4. As the client, I hereby authorise either yourselves or a transporter, the choice of whom shall be at your absolute discretion, to deliver the product (or part thereof) to the delivery address as per the details I supplied via the online enrolment platform.
5. In the event that any products (or part thereof) purchased in terms of this agreement are broken or damaged, I understand that such products shall be replaced free of charge, on condition that I notify you thereof within five (5) business days of receipt of the product by means of an email to info@brainline.com.
6. I recognise that the bulk of my communication with Brainline is done telephonically, via email, the brainONLINE platform and/or the enrolment platform. For this reason, I accept the importance of supplying Brainline with my complete and correct electronic contact information.
7. I understand that your communication with me is done mostly by email. I understand that non-receipt of email from Brainline cannot be alleged, as the management of my email account is my own responsibility. Brainline cannot be held accountable for my failure to open and/or read my emails, or for loss of access to my e-mails.
8. I shall notify you in writing of any change in my residential and/or postal address, email address, or telephone number within 5 (five) business days. I agree that I shall bear all costs that Brainline may incur as a result of my failure to notify Brainline of a change in my aforementioned contact details.

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9. I declare that I am aware of the nature, quality and content of your product. I accept the product as it is, with no warranties whatsoever.
10. I am aware that all delivery costs, for whatever reason, including any shipping costs, postage, freight, handling charges, and costs of media, will be for my account, should I reside outside the borders of South Africa, or should my delivery address fall outside the borders of South Africa.
11. All software and learning material enclosed has not been sold but rather licensed to me for use only under the terms of this agreement. I am aware that Brainline reserves all rights not explicitly granted to me. Unless otherwise stated, Brainline retains all title and ownership of its immaterial goods and related documentation. Only the learners enrolled with Brainline may use Brainline's software and learning material. All electronic submissions become the property of Brainline.
12. In the event of a problem experienced of any nature whatsoever, I bear knowledge of Brainline's telephone numbers and addresses where I may contact you for client service. I understand that a problem experienced by me, of any nature whatsoever, does not entitle me to cancel this agreement or cease payments.
13. I accept that a certificate signed by a Brainline-authorized official is sufficient proof of details stated herein for the purpose of obtaining any provisional summons or other sentence against me, or for any other purpose. Such a certificate shall also serve as prima facie proof that the stated amount, together with interest, is owed by me, and that the interest is payable at the rate stated therein.
14. I provide the information on the enrolment platform for the purpose of obtaining my credit record, and I understand that Brainline may investigate my credit record and report information concerning my credit conduct with regard to my Brainline account to credit bureaus and others.
15. I understand that suspension of all services to me (and therefore the learner) will result in the unavailability of all forms of formal assessments. I understand that this will lead to loss of marks for the learner. I herewith irrevocably accept full responsibility should such a situation occur, as Brainline is not subsidised by the Department of Education and non-payment on my part is a breach of contract. This will result in the learner(s) being disadvantaged, due to my own negligence. I, therefore, indemnify Brainline as well as its staff against all responsibility in this regard.
16. I shall not reproduce, copy or cause to be copied, any part of Brainline's product. I agree to a penalty to the amount of at least R100 000 (one hundred thousand rand) if found guilty of such a transgression. The amount may increase depending on the evidence put forward by Brainline.
17. I agree that the proper education of my child/children is my responsibility and not the responsibility of Brainline, which I understand is merely providing an educational aid.
18. I accept personal responsibility to ensure all subject choices are in line with careers envisaged for all learners in grade 10 to 12.
19. I shall be liable for all the costs in the event of legal action arising from the breach of this agreement, these being on the attorney-client scale plus collection commission.
20. I agree to the jurisdiction of the Magistrate's Court for all legal proceedings on breach of this agreement.
21. I understand that enrolment with Brainline does not constitute any form of application/registration/enrolment with any other authority, either private or public, such as the Department of Education.

B. THIRD PARTY RELATIONSHIPS

1. I acknowledge that Brainline does not have any relationships or affiliations with any third parties, such as tutors, tutor centres, cottage schools, micro-schools, teachers, independent schools, public schools or any other educational institution, unless expressly stipulated in writing.
2. I understand that the product is supplied to parents or guardians of learners enrolled on the enrolment platform and, as such, will not communicate or entertain any conversations or agreements with any third party, as mentioned above, other than the parent/guardian or individual.

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3. I accept that Brainline will not be held responsible for any dispute between parents, guardians or individuals and any other third party.
4. I acknowledge that a third party will be held liable in terms of a copyright infringement where he/she acts on behalf of a parent, guardian or individual. A penalty as contained in clause A.16 may become applicable where such an infringement has occurred.
5. I accept that no third party may enrol any learner or individual with Brainline on behalf of a parent, guardian or individual, with or without their consent.
6. I acknowledge that the enrolment of a learner or individual is the express responsibility of the parent, guardian or individual.
7. **I understand that a third party cannot accept payment on behalf of Brainline.**

C. COPYRIGHT OF LEARNING MATERIAL OR OTHER PRODUCTS SUPPLIED BY ANY THIRD PARTY

1. I accept that the use of Brainline's software, its contents, including ebooks and all other learning material provided, is subject to license restrictions. By installing or using this software and its contents, I agree to be bound by the terms and conditions of the Brainline Standard Agreement, the Brainline Policies and Procedures, as well as other Guidelines published on www.brainline.com and www.brainonline.com throughout the year.
2. I understand and agree that only a learner who is enrolled with Brainline may use the Brainline product for his/her personal, non-commercial use and not for re-sale or re-distribution.
3. I acknowledge that the Brainline product requires Internet access for activation. The Brainline application needs to be authenticated over the Internet throughout the applicable academic year.
4. I understand and agree that I am not permitted concurrent access to the learning material on more than two devices at a time.
5. I am only allowed to print out learning material created by Brainline for my own personal, non-commercial use, and not for re-sale or re-distribution. I am not allowed to make copies of any learning material whatsoever. **No other person or party may print out learning material from the Brainline product on my behalf, whatsoever. This includes printing at a Postnet or similar institution. Transgression of this term is a breach of the licensing agreement and legal action may be taken. The penalty, as contained in clause A.16, may also become applicable.**
6. I am aware that a third party will be held liable in terms of a copyright infringement where he/she prints out or copies any material on behalf of a learner. A penalty as contained in clause A.16 may become applicable where such an infringement has occurred. Should such a need arise, the parent, guardian or individual may utilise the option of purchasing the hard copy of the ebook through the online portal created on www.brainonline.com.
7. I accept that any and all copyright notices or acknowledgement of any publisher or its licensors and/or other intellectual property rights that may appear in the digital publications, including all copyright, trademark and similar notices, apply.
8. Should Brainline detect a systematic pattern of abuse by me, legal action shall be taken as well as measures to prevent further abuse, including the suspension of my account.

D. TECHNICAL REQUIREMENTS

1. I understand that Brainline delivers its course material, including, but not limited to, ebooks, learner guides and teachers' guides, through a downloadable computer programme called the Brainline Computer Application (hereinafter, the 'Application').

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2. I understand that the Application gives me access to the material of the course for which I have enrolled.
3. I accept that additional software is required for the successful use of the Application and that it is my responsibility to ensure that I download all such required software on to my computer before attempting to install and use the Application. It is mandatory that I install the following:
 - 3.1 Adobe Acrobat Reader
 - 3.2 Adobe AIR
 - 3.3 Adobe Flash
4. I understand that the Application is only available to be used on a laptop or computer with at least a Windows 7 or newer operating system and will not be compatible on a tablet, mobile device or Mac.
5. I understand that it is my responsibility to install an anti-virus programme and malware protection application that are trusted and updated.
6. I understand that the Application can only be installed on one computer or laptop for intellectual property reasons. It is my responsibility to install the Application on a computer or laptop on which I am able to work and which I can access daily for a continuous period of time.
7. I understand that I need the following hardware for the successful use of the Application:
 - 7.1 A personal computer or laptop.
 - 7.2 A minimum of 2 GB RAM.
 - 7.3 A minimum of 10 GB free hard-drive space or, in other words, at least 10 GB storage space on my computer or laptop.
 - 7.4 A printer and scanner.
 - 7.5 A microphone and webcam, if my computer or laptop does not already have such inclusions.

E. CAMBRIDGE

1. I understand that Cambridge is offered by Brainline in association with eduCLinED.
2. It is my own responsibility to ensure that I have the correct subjects for the degree or qualification that I wish to study at a tertiary institution. I cannot hold Brainline liable for any subject choices that I have made.
3. I acknowledge that Cambridge fees are payable in full before my enrolment will be approved. I accept that no exceptions will be made in this regard.
4. I acknowledge that the Cambridge examination fees constitute a payment separate from my course fees.
5. I understand that the Cambridge course fee does not include textbooks, and it is my responsibility to purchase the required textbooks for the subjects that I have selected.
6. I understand that Cambridge course fees must be paid in full and upfront before my enrolment will be approved and access to the course material will be granted to me.
7. I understand that my examination fees must be paid in full before I will be permitted to take any examination.
8. I understand that I am not entitled to a refund for Cambridge course fees or examination fees under any circumstances.

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F. GENERAL EDUCATION DEVELOPMENT (GED®)

1. GED® is a Grade 12 equivalent that is recognised by the South African Qualifications Authority.
2. Brainline is an authorised GED® provider.
3. I understand that I am responsible for enrolment and payment of my examinations with the GED® Academy.
4. I understand that GED® course fees must be paid in full and upfront before my enrolment will be approved and access to the course material will be granted to me.
5. I understand that my examination fees must be paid in full to the GED® Academy before I will be permitted to take any examination.
6. I acknowledge that no refunds will be given for GED® course fees or examination fees under any circumstances.

G. PAYMENT POLICY AND ACCOUNTS IN ARREARS

I. PAYMENT POLICY

1. I acknowledge that the following payment methods are accepted:
 - 1.1 Full payment of the total amount.
 - 1.2 Initial deposit equal to 25% of total course fee payable via EFT, credit or debit card or direct cash deposit, followed by debit order payments subject to a qualifying credit rating and submission of the mandatory Debit Order Mandate and supporting documentation as per the Debit Order Mandate.
2. I acknowledge that Brainline does not accept cash payments at its respective branches, or any monthly instalments via EFT, credit or debit cards.
3. I RECOGNISE THAT ONLY DEBIT ORDER PAYMENTS ARE ACCEPTED.
4. I accept that debit order payments are expected on a month-to-month basis, starting from the date on which Brainline accepts the enrolment, subject to academic and financial approval.
5. I accept that I may pay for the product in instalments, ON THE CONDITION THAT the full outstanding amount (inclusive of the final instalment payment) must be made on or before 1 November 2017.
6. I am liable for payment of an administration fee of R150 in the event that my debit order payment fails.
7. I undertake to settle my account in full before re-enrolling for the following year, should I decide to do so.

II. ACCOUNTS IN ARREARS

8. When my account is in arrears, it will be dealt with in the following manner:
 - 8.1 If my account is in arrears, Brainline will notify me regarding the default in payment.
 - 8.2 Failing payment of my account, Brainline will suspend services within twenty (20) business days from receipt of notice of default. I understand that this will give rise to the implications as set out in clause A.15. above.
 - 8.3 I understand that Brainline reserves the right to hand me over to a debt collection agency, should I fail to pay my account. Continued non-payment amounts to a material breach that will result in the termination of my contract with Brainline.
9. I understand that I have to settle my account with the debt collection agency in full. Should I wish to

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re-enrol, I understand that the full amount for the applicable Brainline product must be paid in its entirety in order for the service to recommence.

10. Once I have been handed over to a debt collection agency, I will in future not be eligible for instalment payments with Brainline.

H. CANCELLATION AND REFUND POLICY

DEFINITION(S):

- “**Business days**” are all days excluding Saturdays, Sundays and public holidays.
- “**Date of cancellation**” is the date on which a completed Cancellation Form was received by Brainline or, if not submitted on a business day, the first business day thereafter.
- “**Product**” includes all goods and services, i.e. the curriculum purchased upon enrolment.
- “**Prescribed cancellation period**” is at least twenty (20) business days from the receipt of notice, prior to the commencement of the assessment or examination period, as indicated within the applicable clause(s).

I. GENERAL CANCELLATION PROCEDURE:

1. Should you wish to cancel your contract, a Cancellation Form may be requested from cancellations@brainline.com (please indicate P-number), at which point you will be sent the form and provided with assistance in its completion.
2. The completed Cancellation Form may then be sent to cancellations@brainline.com for processing.
3. Cancellations will be processed within two (2) business days from the date of receipt.
4. The account holder remains liable for any amounts owed to Brainline for the product up to the date of cancellation.
5. A cancellation of an assessment or examination submitted after the prescribed cancellation period is not eligible for a refund.
6. I remain liable to Brainline for the amount as agreed upon at the time of enrolment, up to the date of cancellation. Brainline reserves the right to impose a reasonable cancellation penalty with respect to any goods supplied or services provided to me regarding this agreement.
7. Each Brainline product has specific cancellation requirements that must be adhered to.

II. BRAINLINE EDU2GO GRADE R:

8. The complete Edu2Go product is delivered upon enrolment. The account holder is responsible for full payment of this product upon enrolment.

III. BRAINLINE EDU2GO GRADE 1–7 AND OPTIONAL FORMAL ASSESSMENT:

9. The complete Edu2Go product is delivered upon enrolment, which includes the entire year curriculum and self-assessment package.
10. The account holder will be responsible for outstanding payments up to the date of cancellation, as per the Debit Order Mandate submitted during the enrolment process.
11. Optional Final Examination:
 - 11.1 A cancellation of enrolment for the June/November Formal Assessment must be submitted within the prescribed cancellation period.
 - 11.2 A full refund will be provided if a Cancellation Form is submitted within the prescribed cancellation period.

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- 11.3 Cancellations received after the prescribed cancellation period will not be refunded.

IV. BRAINLINEEXPRESS GRADE 8–11 AND OPTIONAL FINAL EXAMINATION:

12. The complete school-based assessment (SBA) portfolio is delivered upon enrolment, which includes the minimum assessment items for the entire academic year.
13. The account holder is responsible for full settlement of the account upon enrolment.
14. Optional Final Examination:
- 14.1 A cancellation of enrolment for the November Formal Assessment must be submitted within the prescribed cancellation period.
 - 14.2 A full refund will be provided if a Cancellation Form is submitted within the prescribed cancellation period.
 - 14.3 Cancellations received after the prescribed cancellation period will not be refunded.

V. BRAINLINE (IEB-ALIGNED) GRADE 8–11:

15. Brainline reserves the right to impose a reasonable cancellation penalty with respect to the product, which includes all assessments and tasks, where a Cancellation Form is submitted during the year of enrolment.
16. The account holder will be responsible for outstanding payments up to the date of cancellation, as per the Debit Order Mandate submitted during the enrolment process.
17. Where the account for the entire academic year was settled in advance, the refund amount will be calculated based on the date of cancellation. Brainline is entitled to charge a reasonable cancellation penalty as pertains to the specific Brainline product being cancelled.

VI. BRAINLINE (IEB-ALIGNED) GRADE 12:

18. The IEB registration fee is immediately due after registration of a matriculant and, therefore, not eligible for refund if a cancellation is submitted after 28 February.
19. Brainline reserves the right to impose a reasonable cancellation penalty with respect to the product, which includes all assessments and tasks, where a Cancellation Form is submitted during the year of enrolment.
20. The account holder will be responsible for outstanding payments up to the date of cancellation, as per the Debit Order Mandate submitted during the enrolment process.
21. Where the account for the entire school year was settled in advance, the refund amount will be calculated based on the date of cancellation. Brainline is entitled to charge a reasonable cancellation penalty as pertains to the specific Brainline product being cancelled.
22. Compulsory fees for the Consumer Studies and Life Sciences practical exam, and concessions (if applicable):
- 22.1 A cancellation of enrolment that involves the aforementioned compulsory fees may be submitted within the prescribed cancellation period.
 - 22.2 A full refund will be provided if a Cancellation Form is submitted within the prescribed cancellation period.
 - 22.3 Cancellations received after the prescribed cancellation period will not be refunded.

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VII. BRAINLINE MATRIC FOR ADULTS:

23. Grade 10–11 (first year):

- 23.1 The complete Grade 10 curriculum is delivered upon enrolment for the first half of the year, followed by the Grade 11 curriculum for the remainder of the year.
- 23.2 The account holder is responsible for full settlement of the Grade 10 as well as the Grade 11 account.
- 23.3 Full settlement of the Grade 10 account is required before the enrolment for Grade 11 will be permitted.

24. Grade 12 (second year):

- 24.1 The policy as stated in point 6 (VI) "Brainline (IEB-aligned) Grade 12" above is applicable.
- 24.2 The account holder is responsible for full settlement of the first year's account (Grade 10 and Grade 11) before the enrolment for Grade 12 will be permitted.

VIII. CAMBRIDGE:

25. No refunds will be given for Cambridge course fees or examination fees under any circumstances.

IX. GED®:

26. No refunds will be given for GED® course fees or examination fees under any circumstances.

I. MISCELLANEOUS

1. Grade 1–7:

- 1.1 I understand that if I elect to enrol a student with the intention of completing one grade over the course of two years, the following is applicable to me:
 - 1.1.1. The full amount for the grade in question is payable during the first year of enrolment.
 - 1.1.2. An amount equal to 25% of the annual fee for the grade is payable as a re-enrolment fee for the second year.
- 1.2 I undertake to settle my account in full before re-enrolling the following year, should I decide to do so.
- 1.3 Assessment payments are applicable as prescribed (paid in full) should I elect to enrol for the June or November Formal Assessments.

2. Grade 8–12:

- 2.1 I understand that grade 8 to 12 cannot be completed over the course of two years, unless I agreed to do so in writing. This is subject to specific requirements relating to the assessment schedule.
- 2.2 Should I decide to continue with the same grade in the following year, my contract with Brainline is deemed to be terminated at the end of the year and I will have to re-enrol during the following year for the same grade.
- 2.3 I undertake to settle my account in full before re-enrolling for the following year, should I decide to do so.
- 2.4 Any additional costs or expenses, including but not limited to practical fees, IEB registration fee and exam/assessment fees, are payable as determined by the specific product.

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J. ENTIRE CONTRACT

This agreement constitutes the entire agreement held between myself and Brainline. Any modifications shall be agreed to in writing and signed by the parties involved. This agreement novates any previous understandings or agreements between the parties. The parties waive the right to rely on any alleged provision not expressly contained in this agreement.

I hereby accept all the terms and conditions of this agreement.

Full Name and Surname

Signature of Parent/Guardian

Date

Brainline Learning World (Pty) Ltd
Standard Agreement
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Updated: 27 June 2017
Version 2017.3