

Terms of Use www.myelearning.ai

1. Interpretation and Preliminary

In these Terms of Use, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.1. “**Account**” means the account, username and password of an Instructor, Administrator, Paying Learner, Paying Member and Non-Paying Member;

1.2. “**Administrator**” means an employee of the Company, or any other person, who works on the back-end of the E-Platform and is responsible for updating and maintaining the E-Platform; uploading information onto the E-Platform; or any other related activity relating to the E-Platform;

1.3. “**Applicable Law**” means, in relation to each relevant jurisdiction, the common law and statutory law applicable in such jurisdiction, including any present or future constitution, decree, judgment, legislation, measure, requirement, order, ordinance, regulation, statute, treaty, directive, rule, guideline, practice, concession or request issued by any relevant authority, government body, agency or department or any central bank or other fiscal, monetary, regulatory, self-regulatory or other authority or agency;

1.4. “**Business**” means the business operated by the Company from time to time, being as at the date of these Terms of Use, the development and management of the E-Platform;

1.5. “**Company**” means MyElearningAI Proprietary Limited (Registration No. 2023/882538/07);

1.6. “**Content**” means any information made available to a Paying Learner, a Paying member or a Non-Paying Member;

1.7. “**E-Platform**” means the Company’s online learning and mentoring marketplace with website address: www.myelearning.ai.

1.8. “**Guided Process**” means a process where you request our guidance and recommendation as to a Programme, or a selection/combination of Programmes;

1.9. “**Intellectual Property Rights**” means, in respect of any person, all trademarks, copyright, know-how, patents, designs, copyright or such other registered or unregistered marks, patents, rights or proprietary items of any nature items owned by such person or that such person may adopt from time to time as well as any confidential information relating to that subject matter;

1.10. “**Instructor**” means each independent contractor that agrees to provide Programmes and online learning support services to the Company, in terms of a Service Level Agreement;

1.11. “**Non-Paying Member**” means a user of the E-Platform who signs up for an Account and is entitled to access certain information and services, as determined by the Company from time to time, without having to make any payment;

1.12. “**Online Support Services**” means, in respect of each Programme, the online learning support services provided by Instructors;

1.13. “**Paying Learner**” means a user of the E-Platform who signs up for an Account, and purchases any Programme(s) from time to time;

1.14. “**Paying Member**” means a user of the E-Platform who signs up for an Account and whose monthly subscription entitles that person to access certain information and services of general interest, as determined by the Company from time to time, but who does not purchase a Programme;

1.15. “**Programme**” means each topic, lesson, module, chapter and/or course, including presentations, seminars, workshops, assignments, manuals, slideshows and research material (whether written, video, audio, online or otherwise), created, compiled or developed by an Instructor from time to time pursuant to a Service Level Agreement, and which is made available to Paying Learners;

1.16. “**Service Level Agreement**” means each service level agreement, and all annexures and schedules thereto, as they may be amended, supplemented, varied or novated in accordance with its terms from time to time, concluded or to be concluded between the Company and each Instructor;

1.17. “**Services**” means, collectively, the E-Platform, Online Support Services, Programmes, any Guided Process, Submissions, newsletters and other offerings via the E-Platform. In these Terms of Use, any reference to “Service” includes any part of the Services;

1.18. “**Submission**” means any submission made by you on the E-Platform, through a relevant interface, including comments (via public forums, chat rooms or otherwise), reviews and applications;

1.19. “**Terms of Use**” means the terms of use of the Services, as set out in this document and as amended from time to time;

1.20. “**Territory**” means the Republic of South Africa and any other territory within which the Company carries on and/or promotes the Business from time to time;

1.21. “**User**” means any user of the Services from time to time, including any visitor who accesses the E-Platform without registering for an Account, Paying Learners, Paying Members, Non-Paying Members, Instructors and Administrators;

1.22. “**you**” or “**your**” means you, your employer or any person or entity that you have legal authority to bind and on whose behalf you may be accepting these Terms of Use; and

1.23. “we”, “us” or “our” means the Company.

2. How these Terms of Use apply to you

2.1. These Terms of Use apply to you if you use any of the Services, including if you access the E-Platform without registering for an Account. By using any of the Services, you confirm that you have read, understand and accept these Terms of Use, and that these Terms of Use, together with our Privacy Policy and any other document which we refer to in these Terms of Use, form a binding agreement between us and you.

2.2. If you are an Instructor, in addition to being bound by these Terms of Use, you are also subject to the provisions of your Service Level Agreement, which is incorporated by reference into these Terms of Use. If there is any conflict between a provision of these Terms of Use and your Service Level Agreement, the provisions of your Service Level Agreement will apply.

2.3. If you disagree with any part of these Terms of Use, you must not use the E-Platform or the Services in any way.

2.4. By using the Services, you represent, warrant and undertake that you are over the age of 18.

3. Acceptable Use of the Services

3.1. You may only use the Services for lawful purposes. You are solely responsible for making sure that you know about the Applicable Laws that relate to your use of the Services and that you comply.

3.2. The E-Platform contains various interfaces, which enable you to make Submissions. Any Submission which you make is governed by these Terms of Use.

3.3. You may not make any Submission, or use the Services in any way, that:

3.3.1. causes or may cause damage to us and/or the Services or;

3.3.2. is in any way illegal, unlawful, unethical, fraudulent, hateful or harmful or constitutes incitement to commit a crime;

3.3.3. depicts or incites violence;

3.3.4. infringes any third party’s legal rights;

3.3.5. is in breach of any contractual obligation which you owe to any third party, including a duty of confidentiality;

3.3.6. is in breach of an order of court;

3.3.7. is defamatory or maliciously false;

3.3.8. is inappropriate, indecent, pornographic, sexually suggestive or explicit, racist, blasphemous or otherwise discriminatory;

3.3.9. is in any way negligent, untrue, false, inaccurate or misleading, or falsely states or misrepresents an affiliation with any person or entity;

3.3.10. has the potential to negatively affect our reputation or that of the Services;

3.3.11. causes annoyance, inconvenience or unnecessary anxiety to any person.

3.4. You may not access the Services from any territory where the content is illegal. If you choose to access or use the Services from any location outside the Territory, you do so at your own risk and you are responsible for complying with all Applicable Law that relate to the Services.

3.5. You may not use our E-Platform or any information or material you obtain through the E-Platform to transmit any unsolicited commercial communications, promotional materials, junk e-mail, spam, chain letters or pyramid schemes.

3.6. You may not copy, edit or otherwise modify, reverse engineer, reproduce, distribute, publicly display or perform or otherwise communicate to the public, create derivative works from, deface, hack or interfere with the Services.

3.7. You may not introduce or use the E-Platform to copy, store, host, transmit, publish, distribute or in any other way use any material that consists of or is linked to any spyware, computer virus, worm or any other malicious or destructive computer software or code.

3.8. You agree not to use the Services or any information which becomes available to you through the Services, to recruit, solicit, or contact any Instructor with a view to employing such Instructor or for any business purpose without our prior written consent.

3.9. You consent to us monitoring and recording any use that you make of the E-Platform's electronic communications systems for the purpose of ensuring that these Terms of Use, and any rules and policies of the Company, are being complied with, and that the Services are being used for legitimate business purposes and in accordance with the provisions of these Terms of Use.

4. Your Account

4.1. Certain areas of the E-Platform, and certain Services, have restricted access. We reserve the right to restrict access to any area of the E-Platform, or any aspect of the Services, in our sole discretion.

4.2. If you wish to access these restricted areas, you will need to register for an Account. We are entitled, in our sole discretion, to accept or reject your application to register for an Account.

4.3. You represent and warrant that all information you provide to us relating to your Account will be complete and accurate at all times.

4.4. You may not transfer your Account to any other person, and you must not use any other User's Account to access to Services without that User's express permission.

4.5. At the end of each session, you must log out of your Account. You must notify us immediately in writing if anyone uses your Account without your permission. If someone else uses your account without your permission, we are not liable for any loss or damage as a result of such use prior to you notifying us.

4.6. You are responsible for making sure that all Account information is kept confidential and for all activities, including any misuse, associated with or occurring under your Account, including if you authorise someone else to use your Account or if someone uses your Account arising out of a failure to keep your Account information confidential, and you may be held liable for any losses that arise from that failure.

4.7. We reserve the right to suspend or terminate your Account at any time in our sole discretion with or without explanation or notifying you.

5. Content and Licence to use E-Platform

5.1. The E-Platform and the Services available through the E-Platform may contain links or give you access to third party websites. These links are not recommendations, and we have no control over these websites. If you choose to access a third party website in this way, you may be subject to the terms and conditions and policies of those websites. You should make sure that you and your information are protected, and we have no liability in this regard.

5.2. All Intellectual Property Rights in the Services and all materials made available via the E-Platform remain the proprietary property of the person or entity supplying them and are protected by copyright, trade mark and other intellectual property laws. All these Intellectual Property Rights are reserved and these Terms of Use do not grant you any right, title or interest in the Services; provided that if you comply with these Terms of Use, we give you a limited, non-exclusive, non-transferable, revocable licence to access and use the E-Platform, solely for purposes permitted under these Terms of Use.

5.3. Although we do our best to ensure that the E-Platform and Services are always available, there will be times when availability will be interrupted (for example for scheduled maintenance or upgrades, emergency repairs, or due to failures that are beyond our reasonable control). **We will not be liable for any inconvenience, loss or damage suffered as a result of such interruptions.**

6. Payment

6.1. If you choose to register as a Paying Learner or a Paying Member, you agree to pay the relevant Programme fee, or monthly subscription fee, as the case may be, and any taxes associated with it.

6.2. All payments are to be made to the Company.

6.3. If you choose to pay using a credit card, you warrant that you are authorised to use that credit card and hereby authorize us to use the information you provide to us to credit your credit card to pay the fees.

6.4. If your credit card is declined, you will not have access to the relevant Content. If you receive access to Content and your credit card is thereafter declined, or any payment you have made is not cleared or is reversed or for any reason whatsoever the Company has not received such payment, we specifically reserve our rights in terms of clause 14.

6.5. If your credit card is declined, or if you otherwise fail to make any payment when such payment is due, you will be liable to us for any bank charges incurred by us as a result, and interest will become payable at First National Bank's ruling prime overdraft rate per month, nominal annually and compounded monthly in arrears on the total amount outstanding on the due date until such time that the full outstanding amount has been paid. A certificate signed by any branch and/or other manager of that bank setting out any such prime overdraft rate from time to time shall be prima facie evidence of such rate.

7. Trade Marks

7.1. The name "Gen X" and any mark, trade mark, logo, sign, symbol or other identifier of the Company or "Gen X" belong to us ("our branding").

7.2. Nothing in these Terms of Use gives you any permission to use any element of our branding, which shall at all times remain our sole and exclusive property.

7.3. You may not do anything, or permit anything to be done, which may prejudice the goodwill of the Company in our branding.

8. General Disclaimer

8.1. Instructors are not agents or employees of the Company. Nothing in these Terms of Use shall create a partnership between you, us and/or any Instructor, or be interpreted as appointing you, us and/or any Instructor as an agent or employee of the other.

8.2. The Services are intended to provide a learning platform. We have no control over, and are not liable for, any interactions between Instructors and other Users. **You assume all risks from any meetings or contact between you and any Instructor(s) or other User(s).**

8.3. **An Instructor may choose to terminate their relationship with us, and accordingly we do not guarantee that a particular Instructor or Programme will be available and accept no liability relating to availability.**

8.4. Some of the information made available through the E-Platform is submitted by Instructors and other Users through various interfaces. We do not control such information and do not in any way guarantee the reliability, validity, accuracy or truthfulness of any such information.

8.5. In using the Services you may be exposed to information submitted by Users which you find to be offensive, indecent, or objectionable – we have no responsibility to keep such content from you.

9. Limited Warranties

9.1. We do not warrant the completeness or accuracy of the information published via the E-Platform.

9.2. You should always make your own enquiries to make sure that any of the Services which you use, including any recommendations made through a Guided Process, are suitable for your purposes. Any figures, models or illustrations given are only for indicative and illustrative purposes, and are not intended to be, or to be construed as being, factual or a guarantee of a specific result. **To the maximum extent permissible by Applicable Law, we exclude all representations, warranties and conditions (either express or implied) relating to the content and use of the Services. You agree to use the Services “as is”. In particular, but without limitation, we disclaim any warranties regarding the skill, experience or expertise of any Instructor, and the suitability for purpose of any Programme, Content, Guided Process or Online Support Services or other aspect of the Services.**

10. Limitations and Exclusions of Liability

10.1. We will not be liable to you for:

10.1.1. any special, indirect or consequential loss or damage for any reason whatsoever;

10.1.2. any business losses including (but not limited to) goodwill, loss of profit, income or opportunities;

10.1.3. loss or corruption of any software or data;

10.1.4. any loss or damage arising from an event(s) outside of our reasonable control.

10.2. Our aggregate liability to you for all claims is limited to the total amount paid by you and actually received by us. We will not be liable to you for any loss or damage to the extent that information and Services are made available to you free of charge.

10.3. The limitations and exclusions in this paragraph 10 govern all liabilities that may arise under or in relation to these Terms of Use, howsoever arising.

10.4. We do not intend to limit or exclude liability for: death or personal injury resulting from negligence, or fraud or fraudulent misrepresentation. Nothing in these Terms of

Use is intended to limit or exclude any liability which is not permitted under Applicable Law.

11. Indemnity

You hereby indemnify us and undertake to keep us indemnified against any and all costs, expenses, damages (whether direct or consequential), loss, liability, claims, actions or proceedings of whatever nature, which the Company may suffer or incur arising from or attributable to your use of the Services, including, without limitation a breach of these Terms of Use or a claim that you have breached any provision of these Terms of Use.

12. Force Majeure

We will not be liable to you for any delay or non-performance of any of the Services or any provision under these Terms of Use if and to the extent such delay or non-performance arises from any event beyond our reasonable control and which could not reasonably be planned for or avoided.

13. Breach and Termination

13.1. Without limiting any of our rights, if you breach these Terms of Use in any way (or if we reasonably suspect that you have breached these Terms of Use in any way) we may deal with such breach in any way we deem to be appropriate, including (but not limited to): suspending your Account; suspending or terminating your access to any of the Services; blocking any computers that use your IP address from accessing the E-Platform; contacting your internet service provider and requesting that they block your access to the E-Platform; and/or instituting court proceedings against you.

13.2. If we suspend, prohibit or block your access to your Account, the E-Platform or any part of the Service, you may not take any action to circumvent such suspension, prohibition or blocking (including, for example, accessing the E-Platform through a different Account).

13.3. If you breach any provision of these Terms of Use and we do not take action immediately, this does not mean that we have waived our right to do so in future.

14. Determination of access and discontinuation of Services

We reserve the right to determine the period for which you have access to any Content, and to discontinue, suspend, vary or delete any Service at any time, including what is made available through Content. If we do this, we shall do our best to give you reasonable notice in advance and if a Service is discontinued before you have completed any Programme which you have paid for, we shall refund the portion of any fees which you have pre-paid but have not received Services for.

15. Miscellaneous

15.1. Variation

We may revise these Terms of Use from time to time by posting a new version on the E-Platform. Any changes will become effective on the day the revised Terms of Use are posted on the E-Platform unless indicated otherwise. You should check this page occasionally to ensure you are happy with any changes. If you continue to use the Services after changes have become effective, this will mean that you accept those changes.

15.2. Assignment

We may transfer or otherwise deal with our rights and/or obligations under these Terms of Use without your consent and without notifying you. You may not transfer or otherwise deal with your rights and/or obligations under these Terms of Use.

15.3. Severability

If at any time any term or provision (or any part of a term or provision) of these Terms of Use is found to be unlawful and/or unenforceable, then that provision (or part of it, as appropriate) will be deemed to be deleted to the extent necessary to remove the unlawful and/or unenforceable part, and the validity and enforceability of the other provisions of these Terms of Use will be unaffected.

15.4. Governing law

These Terms of Use are governed by the laws of the Republic of South Africa. Any dispute relating to or arising from these Terms of Use will be subject to the non-exclusive jurisdiction of the courts of the Republic of South Africa.