

# TERMS AND CONDITIONS

Welcome to Scholr! By accessing or using our platform, you agree to be bound by these Terms and Conditions. If you do not agree, please refrain from using our services. These Terms apply to all users, including but not limited to Educators, Practitioners, Students/Parents, Affiliates, and Institutions.

## Introduction

Welcome to Scholr, an innovative educational platform revolutionizing the way people learn, teach, and grow. Scholr Knowledge Systems (Pty) Ltd (hereinafter referred to as "Scholr", "we", "our", or "us") operates a cutting-edge e-learning ecosystem designed to integrate education with economic empowerment, fostering opportunities for lifelong learning and financial growth.

Through our proprietary "Eduknowmics" model, Scholr blends quality education with economic inclusion, creating a self-sustaining environment where users can acquire skills, share knowledge, and generate income. We are committed to bridging gaps in education and addressing the unique needs of global learners, particularly in underserved communities.

Our platform provides a comprehensive range of services, tailored to meet the diverse needs of our user base, which includes but is not limited to:

- **Educators:** Individuals offering courses, tutoring, or mentorship in various fields.
- **Practitioners:** Licensed professionals delivering specialized consultations in areas such as legal, mental health, and career counseling.
- **Students and Parents:** Learners of all ages, along with their guardians, seeking accessible and quality education.
- **Affiliates:** Partners promoting Scholr's services and earning through referrals.
- **Institutions:** Organizations leveraging Scholr's technology and infrastructure for educational and professional development purposes.

Scholr offers a robust array of features and services, including:

- Live lessons in multiple formats (1-on-1, small groups, and lectures).
- Professional consultations through a secure booking system.
- Pre-recorded and gamified learning modules for self-paced education.
- Satellite campuses equipped with modern technology for reliable access.
- Affiliate programs enabling users to earn through referrals and promotions.
- AI-powered tools for personalized learning and performance enhancement.

These Terms and Conditions (hereinafter referred to as "Terms") establish a legally binding agreement between Scholr and all users of the platform. By accessing or using Scholr, you acknowledge that you have read, understood, and agreed to comply with these Terms. If you do not agree with any of these Terms, you are prohibited from using our platform.

Scholr strives to maintain a safe, inclusive, and user-friendly environment, promoting mutual respect, accountability, and integrity among all participants. These Terms govern all aspects of your interaction with the platform, outlining the rights, responsibilities, and obligations of each party involved.

Please note that these Terms may be updated periodically to reflect changes in our services or applicable laws. By continuing to use Scholr, you accept and agree to the updated Terms.

## Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings ascribed to them:

Please note that these Terms may be updated periodically to reflect changes in our services or applicable laws. By continuing to use Scholr, you accept and agree to the updated Terms.

- **Platform:** Refers to Scholr's digital ecosystem, including the website, mobile applications, associated software, and any other tools or services provided by Scholr Knowledge Systems (Pty) Ltd for the purpose of learning, teaching, or facilitating educational and professional engagements.
- **Educator:** Any individual registered on the Platform to create, offer, or deliver lessons, courses, or other educational content. Educators may include, but are not limited to, eligibility criteria defined by Scholr.
- **Practitioner:** A qualified and licensed professional offering specialized consultations, services, or advice through the Platform. Practitioners may include individuals in fields such as legal counsel, career guidance, mental health counseling, business coaching, or other professional domains.

**Student/Parent:** Student: Any individual who accesses the Platform to engage with courses, lessons, consultations, or other learning opportunities.

**Parent/Guardian:** A legal guardian or representative responsible for managing a Student's activities on the Platform, particularly in cases where the Student is a minor or otherwise requires parental oversight.

**Affiliate:** Any registered user of the Platform participating in Scholr's Affiliate Program to promote the services offered by Scholr. Affiliates earn commission based on successful referrals or conversions as outlined in the Affiliate Program's terms.

**Institution:** Educational entities, training centers, corporate organizations, or other entities partnering with Scholr to utilize the Platform for their own programs, including but not limited to employee training, professional development, or student education.

**User:** Collectively refers to all individuals or entities, including Educators, Practitioners, Students, Parents, Affiliates, and Institutions, who access or use the Platform in any capacity.

**Content:** Includes, but is not limited to, any text, graphics, audio, video, software, documents, or other materials uploaded, shared, or otherwise made available on the Platform by any User or Scholr.

**Services:** Refers to all features, functionalities, and offerings available on the Platform, including live lessons, professional consultations, pre-recorded courses, affiliate programs, and access to satellite campuses.

## User Eligibility

The use of the Scholr platform is subject to specific eligibility criteria to ensure compliance with applicable laws, maintain the integrity of our ecosystem, and deliver high-quality services to all users. By registering on or using the platform, you affirm that you meet the following eligibility requirements:

### 3.1 Age Requirements

- All users of the Platform must be at least 18 years of age at the time of registration.
- Exceptions: Students under 18 years of age may access the Platform only with explicit consent and supervision from a parent or legal guardian, who must create and manage the Student's account.
- Parents/Guardians are solely responsible for ensuring compliance with these Terms on behalf of minor Students.

### **3.2 Educator and Practitioner Requirements**

Educators: Must possess the necessary qualifications, certifications, or expertise to deliver lessons, courses, or tutoring sessions in their chosen fields. Examples include, but are not limited to, teaching credentials, industry certifications, or advanced degrees (e.g., TEFL, TESOL, or equivalent certifications for language educators).

Educators are required to provide accurate and verifiable information during the registration and onboarding process.

Scholr reserves the right to verify the credentials of Educators and suspend or terminate accounts that fail to meet our quality standards.

Practitioners:

Practitioners offering specialized consultations or services (e.g., legal advice, counseling, or professional mentoring) must hold relevant licenses or certifications recognized by their local jurisdictions.

### **3.3 Geographic Access**

- Scholr's platform is designed to be globally accessible, enabling users from all regions to participate in learning, teaching, and affiliate activities.
- Certain services, features, or content may be subject to localization to comply with local laws, cultural sensitivities, or language preferences.
- Users are responsible for ensuring that their use of the Platform does not violate any local, regional, or national laws applicable in their jurisdiction.

By registering for an account, you confirm that you: Are not prohibited from using the Platform under any applicable laws.

Agree to provide accurate and truthful information during registration and to update your account details as necessary.

Understand and accept the responsibilities and obligations associated with your role on the Platform (e.g., as an Educator, Practitioner, Student, Parent, Affiliate, or Institution).

## **4. Account Registration**

To access the services offered by Scholr, all users must register for an account on the Platform. By creating an account, you agree to the following terms and responsibilities: 6

### **4.1 Accurate and Complete Information**

Users are required to provide accurate, complete, and up-to-date information during the registration process, including but not limited to:

Full name

Valid email address

Contact information

Any additional details relevant to the role you are registering for (e.g., certifications for Educators and Practitioners).

It is your responsibility to ensure that the information associated with your account remains accurate and current. Scholr shall not be held liable for issues arising from outdated or incorrect information provided by the user.

#### **4.2 Account Credentials**

- Each user is responsible for maintaining the confidentiality and security of their account credentials, including their username and password.
- Sharing or disclosing your account credentials with others is strictly prohibited. Users are solely accountable for all activities conducted under their accounts.
- If you suspect unauthorized use or a security breach involving your account, you must notify Scholr immediately at [support email address]. Scholr will take appropriate measures to investigate and resolve the issue but shall not be liable for any loss resulting from unauthorized access due to your negligence.

#### **4.3 Restrictions on Account Use**

Users are prohibited from: Creating multiple accounts without Scholr's prior approval, except where expressly permitted (e.g., institutional accounts).

Registering accounts using false identities, impersonation, or fraudulent information.

Using accounts for purposes other than those intended by the Platform.

#### **4.4 Termination or Suspension of Accounts**

Scholr reserves the right to suspend or terminate accounts under the following circumstances: Provision of false, incomplete, or misleading information during registration.

Engagement in unauthorized, fraudulent, or illegal activities on the Platform.

Violation of these Terms or other applicable policies.

In the event of account suspension or termination, users may lose access to the Platform and associated services without prior notice or liability.

#### **4.5 Reinstatement of Accounts**

Users whose accounts have been terminated or suspended may request a review by contacting Scholr support. Scholr reserves the right to reinstate accounts at its sole discretion, based on the circumstances and findings of the review.

#### **4.6 Account Ownership**

Accounts are non-transferable and must only be used by the registered user. Any attempt to transfer or sell accounts is strictly prohibited and will result in immediate termination.

### **Services Overview**

Scholr provides a versatile platform designed to cater to a wide range of users, including Educators, Practitioners, Students/Parents, Affiliates, and Institutions, each of whom benefits from tailored services and functionalities. The key services offered by Scholr are as follows:

#### **5.1 Educators**

Role and Responsibilities: Educators are responsible for delivering high-quality learning experiences through live lessons, pre-recorded content, and tutoring in various formats, such as:

- 1-on-1 sessions for personalized attention.
- Small group sessions to foster collaborative learning.
- Lecture-style sessions for larger audiences and comprehensive subject coverage.
- Educators have access to tools for creating, managing, and promoting their courses on the Platform.
- Monetize expertise by setting competitive rates for lessons and courses.
- Access analytics to track student progress and performance.
- Build a professional profile and expand their reach globally.

## **Opportunities:**

### **5.2 Practitioners**

- **Role and Responsibilities:** Practitioners offer consultations and professional services in specialized fields such as: Legal advice, including contract reviews and legal consultations.
- Counseling services, including mental health support, career guidance, and life coaching.
- Professional mentoring, such as business coaching and skill development.
- Practitioners can set their own rates for services and manage bookings through an integrated calendar system.
- **Opportunities:** Provide consultations through live video sessions or pre-recorded content.
- Use the Platform's tools for secure client communication and transaction management.
- Earn income while building a trusted professional network.

### **5.3 Students and Parents**

- **Role and Access:** Students can access a diverse range of educational content, including: ▪ Academic courses to support school, university, or professional education.
- Skill development programs for practical learning, such as coding or language acquisition.
- Homework help for targeted academic assistance.
- Hobbyist courses to explore personal interests.
- Parents/Guardians can manage accounts for minor students and oversee their learning progress.
- **Features:** Personalized dashboards for tracking learning milestones and performance.
- Flexible scheduling and access to live and pre-recorded lessons.
- **Opportunities** to earn through the Affiliate Program.

### **5.4 Affiliates**

- **Role and Responsibilities:** Affiliates promote Scholr services to their network, earning commissions based on successful referrals.
- Activities include sharing referral codes, promoting courses and consultations, and engaging in marketing efforts.
- **Earning Potential:** Commission rates are tiered based on referral activity and conversions.

Affiliates have access to a personalized dashboard for tracking referrals, earnings, and performance metrics. Affiliates must comply with Scholr's marketing policies, ensuring accurate and ethical promotion of services.

## **Guidelines:**

### **5.5 Institutions**

- **Role and Collaboration:** Institutions, including educational entities, corporate organizations, and training centers, can partner with Scholr to leverage its infrastructure for: ▪ Employee training and professional development programs.

- Access to satellite campuses equipped with high-speed internet, modern tools, and support staff.
- Deployment of tailored educational tools and resources for their stakeholders.
- Benefits: Institutions gain access to Scholr's curated content, analytics, and administrative tools to enhance training outcomes.
- Partner organizations can use the Platform to reach a broader audience and enhance their educational or professional initiatives.

## **Payment and Earnings**

Scholr offers multiple opportunities for users, including Educators, Practitioners, and Affiliates, to earn income through the Platform. This section outlines the payment structures, commission models, subscription fees, and refund policies applicable to all users.

### **6.1 Educator and Practitioner Earnings 11**

**Commission Structure:** Scholr employs a tiered commission model to reward high-performing Educators and Practitioners based on their daily engagement levels. The tiers are defined as follows: Tier 1: Scholr retains a 40% commission for users delivering fewer than 5 lessons or consultations per day.

- Tier 2: Scholr retains a 35% commission for users delivering 5 to 6 lessons or consultations per day.
- Tier 3: Scholr retains a 30% commission for users delivering 7 to 9 lessons or consultations per day.
- Tier 4: Scholr retains a 25% commission for users delivering 10 or more lessons or consultations per day over a period of 30 days.
- Tier 5 (Gold Status): Scholr retains a 20% commission for consistent performance of 10 or more lessons or consultations per day over a continuous period of 6 months.

The commission rate applicable to an Educator or Practitioner is dynamically adjusted based on their performance metrics, as tracked in the user dashboard.

**Independent Contractor Status:** Educators and Practitioners are classified as independent contractors and are not employees, agents, or representatives of Scholr.

As independent contractors, they are solely responsible for determining the methods, timing, and delivery of their services in compliance with these Terms and any applicable laws.

Scholr does not provide benefits such as health insurance, retirement plans, unemployment insurance, or any other employment-related benefits to Educators or Practitioners.

### **Tax Responsibilities:**

Educators and Practitioners are solely responsible for reporting and paying all applicable taxes, fees, and other liabilities arising from their earnings through Scholr in their individual and respective countries.

Scholr does not withhold taxes on behalf of Educators or Practitioners. Users should consult with tax professionals to ensure compliance with their local tax laws and requirements.

Payment cycles occur twice a month: on the 15th and the last day of each month.

Earnings accrued between the 1st and 15th will be paid on the 15th. Earnings accrued between the 16th and the end of the month will be paid on the last day.

Payments are processed via Scholr's integrated payment gateway. Users must provide accurate payment details and ensure they meet any eligibility requirements for receiving payments under their local regulations.

### **Payout Process:**

## 6.2 Affiliate Earnings

- Referral Commissions: Affiliates earn a commission based on the tiered referral system. Commission rates increase with the number of successful referrals, as outlined below:
  - Tier 1: Initial 10 referrals – standard commission rate.
  - Tier 4: 100+ referrals – maximum commission rate.
- The exact percentage earned at each tier is displayed transparently in the affiliate dashboard.
- Earnings Tracking: Affiliates can monitor their performance, earnings, and referral activity in real-time through their personalized dashboard.
- Scholr reserves the right to withhold or revoke commissions for referrals obtained through fraudulent or unethical practices.

## 6.3 Subscription Services

- Fee-Based Services: Users may be required to pay subscription fees for access to the following premium features:
  - AI Assistants: Tools designed for personalized scheduling, content creation, and learning recommendations.
  - Premium Courses: Advanced learning materials and exclusive masterclasses.
  - Satellite Campuses: Usage fees for on-site facilities equipped with high-speed internet and modern tools.
- Subscription Billing: Fees for subscription services are billed monthly, quarterly, or annually, depending on the user's selected plan.
- Users are responsible for ensuring timely payment to maintain uninterrupted access to these features.

## 6.4 Refunds

- Refund Eligibility: Refunds are available for certain purchases, including lessons, consultations, and subscriptions, subject to the following conditions:
  - Refund requests must be submitted within seven (7) days of the transaction date.
- Requests must include valid reasons for seeking a refund, such as service non-delivery or technical issues.

### Review Process:

- Refund requests will undergo a thorough review by Scholr's support team to verify the claim's validity.
- Approved refunds will be processed within 14 business days and credited to the original payment method.
- Refunds are not applicable for:
  - Lessons or consultations already delivered or attended.
- Subscription fees for partially used billing cycles unless explicitly stated otherwise.

### Exclusions:

## 6.5 General Terms for Payments

- All payments made through the Platform are processed securely via integrated payment gateways. Scholr supports multi-currency transactions, with conversion rates displayed at the time of payment.
- Users are responsible for any transaction fees, currency conversion charges, or local taxes applicable to their payments or earnings.
- Scholr reserves the right to adjust commission rates, subscription fees, or refund policies with prior notice to users.

## 7. User Conduct

To maintain a safe, respectful, and productive environment, all users of Scholr are expected to adhere to the following standards of behavior. By using the Platform, you agree to comply with these guidelines, which are essential for fostering trust and professionalism within the Scholr community.

### 7.1 Acceptable Use

#### **Purpose-Driven Use:**

Users agree to use the Platform solely for its intended purposes, including educational, professional, and collaborative activities as defined in these Terms.

Content shared, uploaded, or communicated through the Platform must align with Scholr's values and mission of learning and economic empowerment.

Users must engage with others respectfully, fostering a supportive and inclusive community.

Discriminatory, abusive, or offensive behavior, whether directed at individuals or groups, is strictly prohibited.

Respectful Interaction:

### 7.2 Prohibited Activities

The following activities are strictly prohibited on the Platform. Scholr reserves the right to investigate and take appropriate action, including account suspension or termination, against users found engaging in such activities:

- **Misleading or Harmful Content:** Sharing false, misleading, or harmful information, including but not limited to fraudulent claims, defamatory content, or spam.
- **Exploitation and Fraud:** Exploiting other users for personal or financial gain.
- **Engaging in fraudulent transactions, misrepresenting qualifications, or impersonating another individual or entity.**
- **Intellectual Property Violations:** Uploading, sharing, or distributing content that infringes on the intellectual property rights of Scholr, other users, or third parties.
- **Unauthorized use of copyrighted materials, trademarks, or proprietary content.**

#### **Unauthorized Access:**

Attempting to access accounts, data, or systems without proper authorization.

Engaging in activities that compromise the security, integrity, or functionality of the Platform.

Uploading malicious code, viruses, or other harmful software that disrupts or damages the Platform or user devices.

Conducting or facilitating illegal activities, including but not limited to money laundering, phishing, or harassment.

Harmful Conduct:

### 7.3 Responsibility for Content

- Users are solely responsible for the content they upload, share, or transmit through the Platform.
- Scholr reserves the right to monitor, review, and remove content that violates these Terms, at its sole discretion.

## 7.4 Reporting Violations

- Users are encouraged to report any violations of these Terms, suspicious activities, or harmful content to Scholr's support team at [support email address].
- Scholr will review all reports and take necessary action while maintaining confidentiality and fairness.

## 7.5 Consequences for Misconduct

Users found in violation of these Terms may face the following consequences: Content Removal: Immediate removal of any offending content.

Account Suspension or Termination: Temporary or permanent suspension of user access.

Legal Action: Reporting of illegal activities to relevant authorities and pursuing legal remedies as applicable.

## 8. Platform Rights

Scholr Knowledge Systems (Pty) Ltd retains ownership and control over all aspects of the Platform and reserves certain rights to ensure the efficient operation, continuous improvement, and legal protection of the Platform and its associated services.

### 8.1 Ownership

Scholr exclusively owns all intellectual property associated with the Platform, including but not limited to: Software, design, and functionality of the website and applications.

Content created or commissioned by Scholr, including graphics, branding, trademarks, and logos.

Proprietary algorithms, tools, and AI-powered features integrated into the Platform.

Users are granted a limited, non-exclusive, non-transferable license to access and use the Platform for its intended purposes. This license does not grant ownership rights or permissions to modify, distribute, or exploit any aspect of the Platform.

### 8.2 Service Modifications

- Scholr reserves the right to modify, update, suspend, or discontinue any part of the Platform or its services at any time. While Scholr will endeavor to provide prior notice for significant changes, this may not always be feasible.

Examples of modifications include: Introducing new features or removing outdated ones.

Adjusting pricing structures for subscriptions or services.

Revising the Terms and Conditions to reflect legal, regulatory, or operational changes.

### 8.3 Content Removal and Restrictions

- Scholr reserves the right to remove any user-generated content that violates these Terms or is deemed inappropriate, harmful, or illegal.
- Scholr may restrict access to certain features, tools, or content based on user roles, geographic location, or compliance requirements.

### 8.4 Termination of Services

- Scholr may terminate access to the Platform for any user found to be in breach of these Terms or engaging in activities detrimental to the Platform or its community.

## 9. Privacy and Data Use

- Scholr is committed to protecting the privacy and personal data of its users. The collection, storage, and use of data are governed by South African data protection laws and the General Data Protection Regulation (GDPR) for global users, ensuring compliance with international standards.

### 9.1 Data Collection

Scholr collects personal information during account registration, service usage, and user interactions. This may include: Contact details (e.g., name, email, phone number).

Payment information for subscriptions or services.

Activity data, such as course progress, consultations, or referrals.

Technical data, including device information and IP addresses.

### 9.2 Data Usage

User data is used to: Enhance the Platform's personalization features, ensuring a tailored experience for each user.

Monitor and improve performance, functionality, and user engagement.

Provide customer support and resolve issues.

Analyze trends and usage patterns to inform future development.

### 9.3 Data Sharing

Scholr does not sell user data to third parties. Data may be shared only: With trusted service providers for the purpose of processing payments, maintaining Platform security, or enhancing functionality.

When required by law or in response to valid legal requests.

### 9.4 User Rights

Users have the following rights concerning their personal data: Access and Portability: Request access to the personal data stored by Scholr.

Correction: Update or correct inaccurate or outdated information.

Deletion: Request deletion of personal data, subject to limitations (e.g., legal or financial record-keeping requirements).

Objection: Object to the processing of data for specific purposes, such as marketing.

### 9.5 Data Security

- Scholr implements industry-standard encryption, access controls, and security protocols to protect user data from unauthorized access, loss, or breaches.

### 9.6 Cookies and Tracking

- Scholr uses cookies and similar technologies to improve user experience, track session activity, and collect anonymous usage data. Users can manage cookie preferences via their browser settings.

### 9.7 Policy Updates

- Scholr may update its privacy practices to comply with changing regulations or introduce new features. Users will be notified of significant changes, and continued use of the Platform implies acceptance of the updated policies.

## 10. Termination

Scholr reserves the right to terminate or suspend user accounts under specific circumstances to maintain the integrity, security, and lawful operation of the Platform.

### 10.1 Grounds for Termination

Scholr may terminate or suspend your account immediately, with or without prior notice, for the following reasons:

- Violations of These Terms: Breach of any clause outlined in these Terms and Conditions.
- Repeated failure to comply with community standards or acceptable use policies.
- Engagement in Unlawful Activities: Using the Platform to facilitate, promote, or engage in fraudulent, illegal, or harmful activities.
- Misuse of the Platform for unauthorized purposes, such as hacking, phishing, or infringing on intellectual property rights.

### 10.2 Effects of Termination

- Upon termination: Users will lose access to their accounts, including associated data, features, and services.
- Any pending transactions, lessons, or consultations will be canceled, except in cases where refunds or payments are required under applicable policies.
- Unpaid Earnings: Educators, Practitioners, and Affiliates will retain access to any unpaid earnings accrued before the termination date, subject to the terms and conditions governing payouts.

#### Refunds:

Eligible refunds for Students or Parents will be processed per Scholr's refund policy, provided the termination does not result from misuse or violations.

### 10.3 Reinstatement

- Users may request a review of account termination by contacting Scholr's support team. Reinstatement is at Scholr's sole discretion and based on the circumstances surrounding the termination.

## 11. Liabilities and Disclaimers

Scholr strives to provide a reliable and high-quality Platform but cannot guarantee uninterrupted access or specific results. This section outlines the limits of Scholr's liability and the user's responsibilities.

### 11.1 General Disclaimers

- Educational Outcomes: Scholr does not warrant or guarantee specific educational achievements, skill acquisition, or career advancements from using its services.
- Financial Earnings: Scholr makes no guarantees regarding the income potential for Educators, Practitioners, or Affiliates. Earnings are contingent on individual performance, engagement, and market demand.

### 11.2 User Responsibilities

- Users are solely responsible for: Ensuring they meet all eligibility requirements and prerequisites for their roles (e.g., valid certifications for Educators or licenses for Practitioners).
- Maintaining the security and confidentiality of their accounts.
- Using the Platform in compliance with local laws, regulations, and these Terms.

### **11.3 Limitation of Liability 22**

Scholr shall not be held liable for: Service Interruptions: Downtime, delays, or disruptions caused by technical issues, maintenance, or external factors beyond Scholr's control.

Third-Party Integrations: Errors, inaccuracies, or failures resulting from third-party tools, applications, or payment processors integrated into the Platform.

Indirect Damages: Consequential, incidental, or indirect damages, including but not limited to loss of data, revenue, or business opportunities, arising from the use or inability to use the Platform.

### **11.4 Indemnification**

Users agree to indemnify and hold harmless Scholr, its affiliates, employees, and partners from any claims, damages, or expenses arising from: Violations of these Terms or applicable laws.

Misuse of the Platform or its services.

ZDisputes between users, including but not limited to Students and Educators or Practitioners and clients.

### **11.5 No Warranties**

Scholr provides its services "as is" and "as available," without warranties of any kind, whether express or implied, including but not limited to: Fitness for a particular purpose.

Non-infringement of third-party rights.

Reliability, accuracy, or completeness of content or services.

## **12. Dispute Resolution**

Scholr is committed to resolving disputes efficiently and fairly. This section outlines the process for addressing and resolving conflicts that may arise between users and Scholr or between users themselves.

### **12.1 Initial Resolution Through Support**

- Users agree to first attempt to resolve any disputes or concerns through Scholr's support channels by contacting [support email address] or submitting a request through the Platform's help center.
- Scholr will make reasonable efforts to investigate and address the matter promptly, aiming for an amicable resolution.

### **12.2 Arbitration or Mediation**

If a dispute cannot be resolved through Scholr's support channels, the parties agree to submit the matter to arbitration or mediation in accordance with South African law. Arbitration: The arbitration process will be conducted by a neutral arbitrator agreed upon by both parties. The decision of the arbitrator will be binding and enforceable in a court of competent jurisdiction.

Mediation: Mediation will involve a neutral mediator facilitating negotiations between the parties to reach a voluntary agreement.

The costs of arbitration or mediation will be borne equally by the parties unless otherwise decided by the arbitrator or mediator.

### **12.3 Jurisdiction**

- These Terms and any disputes arising from them are governed by the laws of South Africa, without regard to its conflict of law provisions.

### **12.4 Exceptions**

- Scholr reserves the right to seek injunctive or equitable relief in a court of competent jurisdiction to prevent unauthorized use of the Platform, infringement of intellectual property rights, or violations that threaten the Platform's operations or reputation.

### 13. Amendments

Scholr may update these Terms and Conditions periodically to reflect changes in its services, legal requirements, or business practices.

#### 13.1 Notification of Changes

Scholr will notify users of any material updates to these Terms by: Posting the revised Terms on the Platform. Sending an email notification to the user's registered email address, where applicable.

#### 13.2 User Acceptance

- Continued use of the Platform after the effective date of the updated Terms constitutes acceptance of the changes.
- Users who do not agree to the revised Terms must discontinue use of the Platform and may contact Scholr's support team to deactivate their accounts.

#### 13.3 Review of Terms

- Users are encouraged to review these Terms periodically to remain informed about their rights and obligations.

### Profile-Specific Sections

Certain terms and responsibilities apply specifically to different user profiles on the Scholr Platform. Users must adhere to the following role-specific requirements in addition to the general Terms and Conditions:

#### A. Educators

Quality Standards: Educators must comply with Scholr's established quality standards to ensure the delivery of high-value, accurate, and engaging educational content.

Educators are required to complete a vetting process during registration, including the verification of credentials and experience.

#### Intellectual Property Compliance:

All course materials, including videos, documents, and other resources, must be original or properly licensed.

Educators are prohibited from using, sharing, or distributing third-party intellectual property without obtaining the necessary permissions or licenses.

Educators must maintain active profiles with updated qualifications and adhere to Scholr's code of conduct.

#### Ongoing Compliance:

#### B. Practitioners

- Licensing and Professional Standards: Practitioners are responsible for maintaining valid licenses, certifications, and qualifications relevant to their professional field.
- Practitioners must provide accurate and truthful information about their expertise and services during the registration and vetting process.
- Compliance Audits: Scholr reserves the right to audit practitioner profiles periodically to ensure compliance with legal, ethical, and professional standards.
- Failure to meet these standards may result in account suspension or termination.
- Service Delivery: Practitioners must provide consultations and advice that align with their stated qualifications and adhere to the ethical guidelines of their profession.

## C. Students/Parents

Appropriate Use: Students and parents must use the Platform for its intended educational purposes. Any misuse of the Platform may result in suspension or termination of access.

Parents/Guardians are required to supervise and manage the accounts of minor students, ensuring compliance with these Terms.

Refunds for pre-recorded courses or subscriptions are only applicable under specific circumstances, such as technical issues or non-delivery of content.

Refund requests must be submitted within seven (7) days of purchase and will be reviewed in accordance with Scholr's refund policy.

### Refund Policy:

## D. Affiliates

- Ethical Promotion: Affiliates are prohibited from misrepresenting Scholr's services, using deceptive marketing tactics, or engaging in spam activities.
- All promotional materials must align with Scholr's guidelines and accurately reflect the Platform's offerings.
- Commission Forfeiture: Commissions earned through fraudulent, unethical, or non-compliant practices will be forfeited.
- Scholr reserves the right to withhold or revoke commissions pending investigation of reported misconduct.

## E. Institutions

Partnership Responsibilities: Institutions must adhere to Scholr's partnership agreements, which outline mutual obligations, access rights, and operational terms.

Institutions are responsible for ensuring that their representatives and participants comply with these Terms and use the Platform in accordance with its intended purposes.

Non-Compliance: Scholr reserves the right to terminate partnerships if an institution is found to be in breach of the partnership agreement, engaging in unethical practices, or failing to comply with applicable laws and regulations.

## Acknowledgment of Terms

By continuing to use the Scholr Platform, you acknowledge that you have read, understood, and agree to these Terms and Conditions. Failure to comply with these Terms may result in suspension, termination, or legal action as deemed appropriate by Scholr.

## Scholr Practitioners Policy

### 1. Introduction

This Practitioners Policy forms part of the Scholr Terms and Conditions and applies to all professionals providing advisory, consulting, or telehealth services on the Scholr platform, including but not limited to doctors, lawyers, therapists, and other regulated practitioners.

By signing up and offering services through Scholr, practitioners agree to comply with the terms outlined below.

### 2. Eligibility & Legal Compliance

#### 2.1 Who This Policy Applies To

This policy applies to all professionals using Scholr to offer advisory, consulting, or teleconsultation services, including but not limited to:

- Medical Practitioners (Doctors, Specialists, Psychologists, etc.)
- Legal Practitioners (Lawyers, Attorneys, Mediators, etc.)
- Financial Advisors
- Licensed Therapists & Counselors
- Any other regulated professionals

## 2.2 Vetting & Approval by Scholr

- All practitioners must undergo a vetting and approval process before they can offer services on Scholr.
- Practitioners must submit the following documents for verification:
  - Proof of valid accreditation, licensing, and professional certification in their respective field.
  - Proof of registration with relevant regulatory or professional bodies (where applicable).
  - Proof of professional liability insurance (where required).
  - A valid government-issued identification document to confirm their identity.
- Scholr reserves the right to reject applications that do not meet its compliance and verification standards.
- Practitioners may be subject to periodic re-verification to maintain their approval status.

## 2.3 Legal Authorization & Regional Restrictions

- Practitioners may only provide teleconsultation services if their country, region, or state legally allows such services.
- It is the practitioner's sole responsibility to ensure they are legally authorized to offer services via teleconsultation.
- Certain regions may be restricted from using Scholr for regulated services due to legal limitations. If a practitioner attempts to offer services in a restricted region, their account may be suspended or terminated.

## 3. Accreditation, Licensing & Insurance

- Practitioners must hold the necessary licenses, accreditations, and registrations required by their professional regulatory bodies.
- They must be in good standing with the relevant professional board or authority governing their field.
- Practitioners must maintain any necessary professional liability insurance required in their jurisdiction.
- Scholr requires proof of compliance before approving a practitioner to operate on the platform.

## 4. Limitations on Services & Scope of Practice

- Practitioners may only provide advisory or general consultation services through Scholr.
- **Medical Practitioners:**
  - Cannot issue prescriptions, diagnose medical conditions, or provide direct medical treatment through Scholr.
  - Can provide advisory consultations, second opinions, and general health guidance.
- **Legal Practitioners:**
  - Cannot provide binding legal representation or act as an attorney of record.
  - Can provide general legal education, advisory opinions, and consultations

- **Financial Practitioners:**

- Cannot engage in direct investment management.
- Can provide financial education and advisory sessions.

Scholr reserves the right to limit or restrict services that may be deemed as direct medical treatment, legal representation, or other regulated professional engagements.

## 5. Liability & Disclaimer

- Practitioners are solely responsible for their services and any advice provided on Scholr.
- Scholr does not assume any liability for the accuracy, legality, or consequences of advice or consultations provided through the platform.
- Students, clients, or users acknowledge that consultations via Scholr do not replace formal medical, legal, or financial services and should seek in-person professional help where necessary.
- Practitioners agree to indemnify and hold Scholr harmless from any claims, legal actions, or damages arising from their services.

## Enforcement & Compliance

- Scholr reviews, verifies, and approves practitioners before they can begin offering services.
- Scholr reserves the right to remove or suspend any practitioner found to be:
  - Operating in a restricted region where teleconsultations are not legally permitted.
  - Providing services outside their legally authorized scope of practice.
  - Failing to maintain valid licensing, accreditation, or insurance.
- Scholr may introduce geofencing or regional blocking to prevent unauthorized teleconsultation services where necessary

## 7. Acknowledgment & Agreement

By signing up for and using Scholr, practitioners acknowledge and agree that:

- They must be vetted and approved by Scholr before offering services.
- They are responsible for ensuring they are legally allowed to offer their services via teleconsultation.
- They hold the necessary licenses, accreditations, and insurance to practice in their field.
- They understand the limitations on the types of services they may provide.
- Scholr is not responsible for their compliance with local laws and regulations.
- Scholr may suspend or terminate accounts that violate these terms.

## 8. Updates to this Policy

Scholr may update this policy at any time to reflect changes in legal requirements or platform guidelines. Users will be notified of significant changes.

## Scholr VAT & Tax Policy

### 1. Introduction

This VAT & Tax Policy forms part of the Scholr Terms and Conditions and applies to all users, including educators, students, and affiliates. By signing up and using the Scholr platform, you agree to comply with the VAT and tax responsibilities outlined below.

## 2. VAT and Tax Responsibilities of Educators & Students

### 2.1 Educators' Responsibilities

- Educators are responsible for determining their VAT registration status based on their local tax laws.
- If an educator is VAT-registered in their country, they are responsible for including the appropriate VAT rate in their lesson prices and for remitting VAT to their local tax authority.
- If VAT is not applicable in an educator's country or if they are not VAT-registered, they are responsible for understanding and complying with their tax obligations.
- Educators must ensure that their pricing is compliant with their local VAT laws, as Scholr does not manage VAT registration for educators.

### 2.2 Students' Responsibilities

- Students are responsible for any applicable VAT or sales tax in their country when purchasing lessons or courses.
- VAT rates are dynamically applied at checkout based on the student's location, where required.
- Students acknowledge that Scholr does not collect or remit VAT on their behalf unless required by law.

### VAT on Educator Services & Dynamic Pricing

- Educators set their own prices excluding VAT.
- VAT is dynamically calculated and added at checkout based on the student's country where required by law.
- The total price the student pays includes any applicable VAT, which the educator is responsible for reporting and remitting if required in their country.
- In some regions, education services may be VAT-exempt, and no VAT will be added.

#### Example:

- If an educator in South Africa sets a lesson price of R1,000, and the student is also in South Africa, 15% VAT (R150) is added, making the total price R1,150.
- If the student is in the UK, and UK law exempts education services from VAT, the student only pays R1,000.

## 4. VAT on Scholr Platform Fees & Commissions

- Scholr charges a commission fee on educator earnings, which varies by service tier.
- Scholr is VAT-registered in South Africa and is required to charge 15% VAT on its commission fees when dealing with South African educators.
- If an educator is in a region where Scholr is required to charge VAT, the appropriate VAT rate will be applied to the commission fees.
- Scholr does not charge VAT on commissions for educators outside South Africa unless required by local tax laws.

#### Example:

- If an educator sets a lesson price of R1,000 and Scholr's commission is 20% (R200), the VAT on commission is R30 (15%), making Scholr's total fee R230.
- The educator receives R770 (R1,000 - R230 Scholr Fee).

## 5. Cross-Border VAT & Tax Compliance

- Educators and students acknowledge that tax regulations vary across countries and that they are responsible for understanding and fulfilling their respective tax obligations.
- Educators providing services to students in the EU, UK, or other regions must be aware that their local laws may require them to register for VAT or other taxes when reaching certain thresholds.
- Scholr does not provide tax advice and recommends that users consult a tax professional in their respective jurisdictions.

## 6. Scholr's Role in VAT Collection & Remittance

- Scholr does not act as a tax agent for educators. Educators are responsible for collecting and remitting VAT (or similar taxes) where applicable.
- Scholr may be required to collect and remit VAT on digital services in certain jurisdictions. If this applies, Scholr will notify affected users.
- Scholr reserves the right to adjust VAT collection policies as required by changes in global tax regulations.

## 7. Acknowledgment & Agreement

By signing up for and using Scholr, educators and students acknowledge and agree that:

- They are responsible for their own VAT and tax obligations in their respective countries.
- VAT will be added at checkout dynamically based on the student's region where applicable.
- Scholr will charge VAT on its commissions where required, particularly in South Africa.
- Educators should consult with a tax professional to ensure compliance with their country's VAT and tax laws.
- Scholr is not liable for any tax compliance failures by educators or students

## 8. Updates to this VAT & Tax Policy

- Scholr may update this VAT & Tax Policy at any time to comply with legal requirements or changes in tax laws. Users will be notified of significant changes.

