

Standard Agreement

Updated: 10 March 2020

This Standard Agreement is the legal contract between you and Brainline Holdings (Pty) Ltd. To enjoy your learning experience with Brainline, you must 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 Holdings (Pty) Ltd.

Kindly print and complete this document. Include your initials on each page before you upload it on the 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 Holdings (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, in DVD format or online), 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 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 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.

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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 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.
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.
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.

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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 acknowledge that I/my child, as a student enrolled to write the Grade 12 IEB NSC examination, will be deregistered from the IEB NSC examination for any subject for which I/he/she do(es) not comply with the compulsory SBA requirements as set by the IEB. I understand that this means that no NSC examinations will be written in said subject(s), effecting an incomplete subject set and no issuance of a Grade 12 certificate. The outstanding subject(s) will need to be repeated in full and at my own cost in the following academic year.
20. 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.
21. I agree to the jurisdiction of the Magistrate's Court for all legal proceedings on breach of this agreement.
22. 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.
23. I understand that neither the marked final examinations nor the corresponding marking guidelines for any phase or grade will be released. This applies to all grades, including Grade 12, BrainlineCOMPACT and Supplementary Examinations. The conditions under which a viewing of the aforementioned documents may be scheduled at a fee are set out in the Assessment Procedure/FAQ document.

B. INVIGILATION

1. I acknowledge that I am required to have an invigilator in my Grade 10 and 11 year. An invigilator must be an independent person, older than the age of 18 years, not related to the learner, literate with good reading and comprehension skills. This person needs to be registered on the www.brainonline.com profile of the learner. All invigilation fees are for my own account.
2. No person who is a direct family member of a learner/student who is writing the examination is suitable to be appointed as an invigilator for that student.
3. Additional invigilation fees are applicable in the following cases:
 - 3.1 In the case of Grade 12 final examinations, where accommodation has been approved for a candidate by the IEB, additional fees will apply on an hourly basis. Where a candidate is granted separate venues, extra time and/ or examinations on computer, the dedicated services of a single invigilator to each individual learner is a requirement of the IEB.
 - 3.2 In the case of Grade 12 Life Orientation, the learner must take note of the fact that CAT Paper 2 is to be written at a Brainline Centre. Additional invigilation fees may apply.
 - 3.3 When invigilation services are requested at one of the Brainline branches, additional costs will apply, as quoted.

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C. OTHER FEES AND SUBJECT CONDITIONS

1. I acknowledge that the following fees may apply to my enrolment (as applicable per subject):

1.1 Fees for Grade 12 practical examinations in Consumer Studies, Computer Applications Technology and Life Sciences, as quoted.

1.2 Grade 12:

- Languages: Learners must attend a compulsory scheduled oral examination. This oral examination may be in the form of a Skype session, a Zoom session, in groups or a personal conversation between the examiner and the learner. The methodology of the oral examination (unless the learner has a specific accommodation) and the venue is at the discretion of the examiner and may not be changed.
- Every year, the IEB randomly selects learners who are enrolled for Languages (Home and/or FAL) for oral moderation. Learners who are selected for such an oral moderation session must attend it at the designated Brainline venue in person. This venue is determined by the IEB.
- Consumer Studies: Learners must attend a compulsory three-day practical workshop at Brainline's Montana branch. Additional fees apply as quoted.
- Drama: Learners must attend two compulsory practical workshops, one during the midyear academic recess and one in September at the Brainline Montana branch. The length will be determined and communicated in due course.
- Life Sciences: Learners must attend a compulsory two-day practical workshop and write the final IEB Practical Assessment Task at Brainline's Umhlanga, Stellenbosch or Montana branches.

1.3 An extension fee will be applicable for postponing BrainlineCOMPACT Phase 1 and Phase 2 examinations.

1.4 Remarking, moderation of marked files, as well as viewing of said files will incur an additional charge as quoted.

D. 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.**

E. 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 initial activation and subject content updates from time to time. The Brainline eReader needs to be authenticated over the Internet throughout the applicable academic year. Frequent access to brainONLINE is required for subject content updates.
4. I understand and agree that I am not permitted concurrent access to the learning material on more than three devices at a time.
5. I am only allowed to print hard copies of learning material provided by Brainline for my own personal, non-commercial, academic use, and not for re-sale or re-distribution. I am not allowed to make additional copies of any learning material in any format or on any device whatsoever. **No other person or third party may print hard copies or save in any format or on any device, learning material from the Brainline eReader on my behalf, whatsoever. This includes printing at a private home or any institution or business. 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 acknowledge that I am not allowed to print hard copies or save in any format or on any device learning material from the Brainline eReader.**
7. I am aware that a third party will be held liable in terms of a copyright infringement when 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.

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8. 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.
9. 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.

F. 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 application called the Brainline eReader.
2. I understand that the Brainline eReader gives me access to the study material of the course for which I have enrolled, which may exclude study material that is only available in a hard copy format and prescribed literature that must be purchased on my own account
3. I understand that the Brainline eReader is only available for use on a computer with at least a Windows 7 or newer operating system, and Mac, but will not be compatible on a tablet, or mobile device.
4. I understand that it is my responsibility to install an anti-virus programme and malware protection application that is trusted and updated.
5. I understand that I am required to have a stable internet connection.
6. I understand that the Brainline eReader can only be installed on a maximum of three computers for intellectual property reasons. It is my responsibility to install the Brainline eReader on a computer 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 Brainline eReader:
 - 7.1 A personal computer.
 - 7.2 A stable internet connection is required to use the Brainline product. A minimum of 10 GB will be needed per month for any student enrolled from Grade 8 and higher.
 - 7.3 A minimum of 2 GB RAM, however 4 GB RAM is recommended.
 - 7.4 A minimum of 10 GB free hard-drive space or, in other words, at least 10 GB storage space on my computer.
 - 7.5 A printer and scanner.
 - 7.6 A microphone and webcam, if my computer does not already have such inclusions.

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 non-refundable 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

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credit rating and submission of the mandatory Debit Order Mandate and supporting documentation as per the Debit Order Mandate.

- 1.3 Debit order processing dates are on the 1st, 15th and 25th of a month. Should the 1st, 15th or 25th day of the month fall on a weekend or public holiday, the debit order will be processed on the previous business day.
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 to ensure continuous service, 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 **before the 1 September 2020**. The full outstanding amount for the Grade 12 product must be settled **before or on 1 August 2020**.
6. I am liable for payment of a penalty fee of R200 in the event that my debit order payment fails, and a subsequent payment is not made within the next two business days.
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 by sms and/or email and/or telephone call.
 - 8.2 Failing payment of my account, Brainline will suspend services within two 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. In addition to this, I fully understand that suspension of these services may cause the learner not to be able to write any applicable examinations as at that time. I accept full responsibility for this as well as the fact that such an examination cannot be rescheduled. In case of the latter (should the learner qualify) he/she may enrol for a supplementary examination (as available) at an additional charge.
 - 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 shall be liable for all costs in the event of legal action arising from the breach of this agreement, these being on the attorney-client scale plus collection commission.
10. I understand that I have to settle my account with the debt collection agency in full. Should I wish to 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.
11. Once I have been handed over to a debt collection agency, I will in future not be eligible for instalment payments with Brainline. Full payment of the total amount will be required

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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 business days from the receipt of notice, prior to the commencement of the assessment/examination period or next academic cycle, as indicated within the applicable clause(s).
- “**Academic cycle**” is an academic term. Brainline has four academic cycles, of which the fourth is dedicated to revision and the final examination. A cancellation fee is calculated based on three academic cycles, and not four, as the fourth cycle is only dedicated to revision and the final examination.

I. General cancellation and refund procedure:

1. In the event that I wish to cancel my contract, a cancellation request must be completed at <https://www.brainline.com/cancellations/>.
2. Cancellation requests will be processed within ten business days from the date of receipt.
3. I remain liable to Brainline for the amount as agreed upon at the time of enrolment, up to the date of cancellation, including any other amounts as defined by each product’s specific cancellation requirements. Brainline reserves the right to impose a reasonable cancellation penalty with respect to any goods supplied or services provided to me regarding this agreement.
4. If a cancellation request is submitted within five business days of enrolment approval, and it can be proven with sufficient audit evidence that no content was accessed, a refund will be calculated accordingly. Brainline reserves the right to impose a reasonable cancellation penalty with respect to any goods supplied or services provided to me regarding this agreement.
5. A cancellation of an assessment or examination submitted after the prescribed cancellation period is not eligible for a refund.
6. Each Brainline product has specific cancellation requirements that must be adhered to.
7. The costs relating to ebooks made available on the Brainline eReader is immediately payable upon enrolment and is not eligible for a refund, unless it can be proved with sufficient audit evidence that no content was accessed.
8. The IEB examination fees is immediately payable upon enrolment and is not eligible for a refund, unless a cancellation request is completed before or on 14 February 2020.

II. Brainline Grade R:

9. The complete Grade R programme is delivered upon enrolment. The account holder is responsible for full payment of this product upon enrolment. This product is not eligible for a refund upon cancellation.

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III. Brainline Edu-123-Go! for Grade 1–3 and Optional Formal Examination:

10. The complete Grade 1–3 programme is delivered upon enrolment, which includes the entire year curriculum and self-assessment package. The account holder is responsible for full payment of this product upon enrolment. This product is not eligible for a refund upon cancellation.
11. Optional Formal Examination:
 - 11.1 A cancellation request for the June/November Optional Formal Examination must be submitted within the prescribed cancellation period.
 - 11.2 A full refund will be provided if a cancellation request is submitted within the prescribed cancellation period.
 - 11.3 Cancellations requests received after the prescribed cancellation period will not be eligible for a refund.

IV. BrainlineEXPRESS for Grade 4–11 and Optional Formal Examination:

12. The complete continuous assessment portfolio is delivered upon enrolment, which includes the minimum assessment items for the entire academic year except the Optional Formal Examination. The account holder is responsible for full settlement of the account upon enrolment. This product is not eligible for a refund upon cancellation
13. Optional Formal Examination:
 - 13.1 A cancellation request for the formal examination must be submitted within the prescribed cancellation period.
 - 13.2 A full refund of the formal examination fee will be provided if a cancellation request is submitted within the prescribed cancellation period.
 - 13.3 Cancellations received after the prescribed cancellation period will not be eligible for a refund.

V. Supplementary examinations for Grade 10 and 11:

14. The account holder is responsible for full settlement of the account upon enrolment.
15. A cancellation request must be submitted within the prescribed cancellation period to be eligible for a refund. Brainline reserves the right to impose a reasonable cancellation penalty with respect to the product.

VI. CAPS/IEB-aligned Brainline 4–7, IEB-aligned for Grade 8–11, and Single Subject enrolments:

16. A cancellation request must be submitted within the prescribed cancellation period, twenty business days prior to commencement of the next academic cycle. Brainline reserves the right to impose a reasonable cancellation penalty with respect to the product.
17. If a cancellation request is not submitted within the prescribed cancellation period prior to commencement of the next academic cycle, the account holder will be liable to pay for that academic cycle in its entirety.

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18. Where the account for the entire academic year was settled in advance, the refund amount will be calculated based on the date of receipt of the cancellation request relative to the academic cycle and content delivered. Brainline is entitled to charge a reasonable cancellation penalty as pertains to the specific Brainline product being cancelled.

VII. Brainline IEB-aligned for Grade 12:

19. The IEB registration fee is immediately due to the IEB after registration of a matriculant and, therefore, not eligible for refund if a cancellation is submitted after 14 February 2020. Should my enrolment for the IEB NSC examination in any subject be cancelled by Brainline due to non-compliance with the SBA requirements, the IEB examination fee will not be refunded.
20. A cancellation request must be submitted within the prescribed cancellation period, twenty business days prior to commencement of the next academic cycle. Brainline reserves the right to impose a reasonable cancellation penalty with respect to the product.
21. If a cancellation request is not submitted within the prescribed cancellation period prior to commencement of the next academic cycle, the account holder will be liable to pay for that academic cycle in its entirety.
22. Where the account for the entire academic year was settled in advance, the refund amount will be calculated based on the date of receipt of the cancellation request relative to the academic cycle and content delivered. Brainline is entitled to charge a reasonable cancellation penalty as pertains to the specific Brainline product being cancelled.
23. No refunds will be processed for cancellations received after the 1 July 2020.
24. Compulsory fees for the Consumer Studies, Life Sciences and Computer Applications Technology practical examinations (if applicable):
 - 24.1 A cancellation of enrolment that involves the aforementioned compulsory fees may be submitted within the prescribed cancellation period.
 - 24.2 A full refund will be provided if a cancellation request is submitted within the prescribed cancellation period.
 - 24.3 Cancellations received after the prescribed cancellation period will not be refunded.

VIII. BrainlineCOMPACT:

25. Grade 10–11 (first year):
 - 25.1 A cancellation request must be submitted within the prescribed cancellation period, twenty business days prior to commencement of the next academic cycle. Brainline reserves the right to impose a reasonable cancellation penalty with respect to the product.
 - 25.2 If a cancellation request is not submitted within the prescribed cancellation period prior to commencement of the next academic cycle, the account holder will be liable to pay for that academic cycle in its entirety.
 - 25.3 Where the account for the entire academic year was settled in advance, the refund amount will be calculated based on the date of receipt of the cancellation request relative to the academic cycle and content delivered. Brainline is entitled to charge a reasonable

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cancellation penalty as pertains to the specific Brainline product being cancelled.

25.4 An extension fee will be applicable for postponing Phase 1, and Phase 2 examinations.

26. Grade 12 (second year):

26.1 The policy as stated in point 7 (VII) "Brainline IEB-aligned for Grade 12" above is applicable.

26.2 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.

IX. Brainline Report2Go:

27. A cancellation request for the final examination must be submitted within the prescribed cancellation period.

28. A full refund of the final examination fee will be provided if a cancellation request is submitted within the prescribed cancellation period.

29. Cancellations received after the prescribed cancellation period will not be eligible for a refund.

X. eReader – access to study material:

30. The account holder is responsible for full settlement of the ebook costs upon enrolment. Ebook costs paid are non-refundable.

31. Study material provided on the Brainline eReader is subject to publishers' licenses, which are valid for one academic cycle only. Should access be required for a period longer than this, additional fees will apply.

32. If a cancellation request is submitted within five business days of enrolment approval, and it can be proven with sufficient audit evidence that no content was accessed, a refund will be calculated accordingly. Brainline reserves the right to impose a reasonable cancellation penalty with respect to any goods supplied or services provided to me regarding this agreement.

I. MISCELLANEOUS

1. Grade 1–6:

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 50% of the annual fee for the grade is payable as a re-enrolment fee for the second year, in addition to the cost of the study material provided on the Brainline eReader (where applicable).

1.2 I undertake to settle my account in full before re-enrolling the following year, should I decide to do so.

1.3 Examination payments are applicable as prescribed (paid in full) should I elect to enrol for the June or November Formal Examination.

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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