

EDUVELOPMENT (PTY) LTD
REG NO. 2020/676407/07

Contract of Terms of Use of EDUvelopment platform.

Interpretation:

“Terms” – refers to terms and conditions and terms of use

“Site” – refers to EDUvelopment website, portal, mobile site, app, or any other such application as may be available in the future, and if inferred from the context, may also include any other website or part thereof, accessed through a link to our website or portal and shall include, but is not limited to, social media websites such as Facebook, LinkedIn, Twitter or any such site.

“we”, “us” or “Our” – refers to EDUvelopment, which includes all subsidiaries.

“You” – refers to the user or viewer of the EDUvelopment site.

These Terms of Use ("Terms") were last updated on 1 June 2021.

EDUvelopment’s mission is to give purpose and meaning to school children’s (hereafter student) lives through:

- Annual assessments and feedback to determine best career paths
- Exposure through videos and links to institutions of further learning, supplying of critical institutional information about required enrolment dates, standards and procedures, available bursaries, and other relevant information.
- Development of soft and hard skills.

We enable any student to enroll in these educational courses to learn. We consider the EDUvelopment model the best way to let students know where they want to go in life, where to study to get there, and what skills they need when leaving school. We need rules to keep our platform and services safe for our users and us.

These Terms apply to all your activities on the EDUvelopment website, the EDUvelopment mobile applications, our APIs and other related services.

1. GENERAL

1.1. By accepting agreement to these terms and by using the site, you indicate that you accept these terms and that you agree to abide by them. If you do not accept these terms, please tick that you do not agree and leave the site.

1.2. Use of the site is also subject to any additional enrolments, agreements, policies, or guidelines posted on the site from time to time.

1.3. EDUvelopment does not make any representation regarding any other websites which may be linked to or accessed through this site and accordingly accepts no responsibility for the content or use of such websites or information contained therein. EDUvelopment shall not be liable to any party for any

form of loss or damage incurred as a result of any use of or reliance on any information contained on such website or any websites which can be accessed through this website.

1.4. This site is supplied on an “as is” basis and has not been compiled or supplied with the intention of meeting your individual requirements. It is your sole responsibility, as user, to satisfy yourself, prior to making use of this site, that the service available from and through this site will meet your individual requirements and be compatible with your hardware and/or software.

2. AGE RESTRICTION

2.1. The site is not available for any person under the age of 18 without your parents/guardian’s consent.

If you are under 18 years old, your parent or guardian is required to consent to your use of this site and shall be required to accept these terms on your behalf. Accordingly, EDUvelopment is indemnified from any and all liability in this regard, including any liability arising as a result of your failure, or someone acting on your behalf, to provide accurate information in this regard when required to do so through the use of this site.

3. PAYMENTS: When you make a payment, you agree to use a valid payment method.

3.1 Pricing

The prices of subscription on EDUvelopment are determined from time to time. All subscriptions are annual because the cost components of the various modules, assessments and other products are distributed over a twelve-month period. It can be paid monthly. If you are a student located in a country where use and sales tax, goods and services tax, or value added tax is applicable to consumer sales, we are responsible for collecting and remitting that tax to the proper tax authorities. Depending on your location, the price you see may include such taxes, or tax may be added at checkout.

3.2 Payments

You agree to pay the subscription fees, and you authorize us to charge your debit or credit card or process other means of payment for those fees. EDUvelopment works with third party payment processing partners to offer you the most convenient payment methods in your country and to keep your payment information secure. Check out our Privacy Policy for more details. When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the course you are enrolling in, you agree to pay us the corresponding fees within thirty (30) days of notification from us. We reserve the right to disable access to any course for which we have not received adequate payment. 3.3 Refunds No refunds will be payable except where over-payments are made. Contact our Support Team within 60 days to claim any possible refunds.

3.4 Gift and Promotional Codes

EDUvelopment or our partners may offer gift and promotional codes to students. Gift and promotional credits can’t be exchanged for any other product or in value.

3.5 Cancellation Terms:

Annual subscription, paid monthly

Should you cancel before the end date of your subscription, an early termination fee will be applicable. A lump sum amount of 50% of your remaining contract obligation will be charged and your subscription will continue until the end of that month's billing period.

Annual subscription, prepaid.

Should you cancel before the end date of your subscription, your payment is non-refundable, and your subscription will continue until the end of your contracted term.

To cancel your subscription, please send an email to support@eduvelopment.com

4. ENROLMENT AND LIFETIME ACCESS

We grant you a lifetime access license to work completed during your paid membership period, except when we must disable information because of legal or policy reasons, or on your request. As a student, when you enroll in a course, you are getting a license from EDUvelopment to view the material via the EDUvelopment platform and Services, and EDUvelopment is the licensor of record. Modules, assessments, and other material are licensed, and not sold, to you. This license does not give you any right to resell material in any manner. EDUvelopment grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the modules and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with a particular feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any material unless we give you explicit permission to do so in a written agreement signed by a EDUvelopment authorized representative. This also applies to content you can access via any of our APIs. We generally give a lifetime access license to our students when they enrol in a course. However, we reserve the right to revoke any license to access and use of the platform at any point in time in the event where we decide or are obligated to disable access to content due to legal or policy reasons, for example, if material or module is the object of a copyright complaint, or if we determine its content violates our Trust & Safety Guidelines. The lifetime access is applicable only to content of modules and courses you completed, and files and reports generated for you or uploaded by you.

5. INFORMATION ON THIS SITE

5.1. Information, ideas, and opinions expressed on these sites should not be regarded as professional advice or the official opinion of EDUvelopment. Users must seek advice prior to taking any action based on the contents of this site.

5.2. EDUvelopment has not determined that the site content is suitable for any particular purpose and/or for a user whatsoever, other than as a general reference, and has not necessarily disclosed all risks relating to the site content or its subject matter. You should not rely on the site content for professional advice (including, but not limited to business, financial, investment, trading, or other advice) or as a basis for any investment, transactional or similar decisions you make or which are made

on your behalf without first consulting with your preferred professional or business advisors (who may include their attorney, tax, accounting and investment advisors). No information or data on this site is an offer to do business (which upon acceptance by yourself will constitute a contract), but is merely an invitation to do business. No agreements shall be concluded merely by sending a data message to this site or its owners. Valid agreements require an acknowledgement of receipt of an offer, duly received from us. This is subject to the provisions in section 11 of the Electronic Communications and Transactions Act.

6. USER GENERATED CONTENT AND CONDUCT

6.1. Any use of User-Generated Content by Users other than for private, non-commercial research or study is strictly prohibited.

6.2. You are prohibited from posting or transmitting to or from the site, including EDUvelopment's Facebook, Twitter, LinkedIn, Google+ and other social networking media, any material:

6.2.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

6.2.2. for which you have not obtained all necessary licences and/or approvals; or

6.2.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

6.2.4. which is technically harmful (including (but not limited to) computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data. (together "Inappropriate User-Generated Content")

6.3. EDUvelopment shall fully co-operate with any law enforcement authorities or court order requesting or directing EDUvelopment to disclose or identify or locate anyone posting any Inappropriate User-Generated Content.

6.4. EDUvelopment accepts no responsibility for actively monitoring any forums, such as, but not limited to Facebook, Twitter, LinkedIn and any such other forums as may come into existence, contained in the site for Inappropriate User-Generated Content. You agree that EDUvelopment accepts no liability whatsoever if we so choose from time to time to edit, restrict, or remove the User-Generated Content. You share ownership of content you post to our platform with EDVELOPMENT in your capacity as a paid-up student. When you post ideas and suggestions for new features or improvements, you authorize EDUvelopment to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit.

7. PORTALS

User access to any self-service portals hosted/accessed by EDUvelopment facilities is subject to the following terms & conditions.

7.1. Education Related Portals

All access to this website by registered students, candidates, parents, lecturers, and teachers shall be governed by the EDUvelopment's Student Portal Conduct Policy.

7.2. Portals in Resourcing

7.2.1. Your use of the services is also subject to any other contracts you may have with EDUvelopment. In the case of any conflict between these terms and any contract you have with EDUvelopment, the terms of your contract will prevail. The term "post" as used herein shall mean information that you submit, publish or display on the site.

7.2.4. Access to the EDUvelopment database is available only to EDUvelopment's clients who have been approved by EDUvelopment and whom EDUvelopment has issued with privileged access codes to search this database.

7.2.5. While EDUvelopment will implement precautionary measures to ensure that its site is free from viruses, EDUvelopment cannot and does not guarantee or warrant that files available for downloading through the site or delivered via electronic mail through the site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing enough protective software on your system that will satisfy your data security requirements and for maintaining a means external to your workstation for the reconstruction of any lost data.

7.3. You are prohibited from sharing any login credentials to our site with a third party. You are responsible for maintaining the confidentiality of your account, profile and passwords, as applicable. You may not share your password or other account access information with any other party, temporarily or permanently, and you shall be responsible for all uses of your registrations and passwords, whether authorized by you. You agree to immediately notify EDUvelopment of any unauthorized use of your account, profile, or passwords.

8. USING EDUVELOPMENT AT YOUR OWN RISK

By using the Services, you may be exposed to content that you consider offensive, indecent, or objectionable. EDUvelopment has no responsibility to keep such content from you and no liability for your access or enrolment in any course, to the extent permissible under applicable law. This also applies to any courses relating to health, wellness, and physical exercise. You acknowledge the inherent risks and dangers in the strenuous nature of these types of courses, and by enrolling in such courses you choose to assume those risks voluntarily, including risk of illness, bodily injury, disability, or death. When you use our Services, you will find links to other websites that we don't own or control. We are not responsible for the content or any other aspect of these third-party sites, including their collection of information about you. You should also read their terms and conditions and privacy policies.

9. INTELLECTUAL PROPERTY and RESTRICTIONS OF USE

9.1. This site contains information, which is owned by or licensed to us, including but not limited to text, design, layout, graphics, organization, magnetic translation, digital conversion and other information related to the site. This information is protected under applicable intellectual property laws and reproduction, distribution, publication or any other use, either in whole or in part, other than in accordance with the next paragraph is strictly prohibited. Without limiting the generality of the rights

granted to a user under applicable intellectual property law, you are granted a non-exclusive, non-transferable, revocable license to:

9.1.1. access and use this site strictly in accordance with these terms.

9.1.2. to use this site solely for personal, non-commercial and lawful purposes.

9.1.3. to download, copy, print screen, use, save or print out information from the site solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.

10. INTERACTIVE ONLINE FORUMS

10.1 The access and use of any chatroom, newsgroup, bulletin board, mailing list, transaction or other online forum available on this site, shall be governed by the guidelines for Online Conduct in these Terms and Conditions.

11. LINKS TO AND FROM OTHER WEBSITES

11.1. You may not create a link to this site from a third-party site or document without our prior written consent.

11.2. Links to third party websites on the site are provided solely for your convenience. If you use these links, you leave the site. We have not reviewed all these third-party websites. We do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about any third-party website, or any material found in such websites, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the site, you do so entirely at your own risk.

11.3. If you would like to link to the site and have our permission to do so, you may only do so on the basis that you link to, but do not replicate, any page of the site, and subject to the following conditions:

11.3.1. you do not remove, distort or otherwise alter the size or appearance of EDUvelopment logo or any of its related subsidiaries;

11.3.2. you do not in any way imply that we are endorsing any products or services other than its own;

11.3.3. you do not misrepresent your relationship with us nor present any other false information about EDUvelopment

11.3.4. you do not otherwise use EDUvelopment mark displayed on the site without express written permission from us;

11.3.5. you do not link from any other site that you do not have the necessary authority or permission to link from; and

11.3.6. the site you are linking from does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of EDUvelopment or any other person or otherwise does not comply with all applicable laws and regulations.

11.4. We expressly reserve the right to revoke the right granted in clause 11.3 for breach of these terms and to take any action we deem appropriate.

11.5. You shall fully indemnify us for any loss or damage suffered by EDUvelopment or any of its group companies for breach of clause 11.3.

12. GUIDELINES FOR ON-LINE CONDUCT

12.1. You agree to use the site in accordance with all applicable laws.

12.2. We respect the constitutional right to freedom of speech and encourage robust intellectual debate. Your right to free speech is subject to the provisions of the Constitution.

12.3. You agree not to post any advertising or any form of commercial solicitation, including, but not limited to, spamming anywhere on the site.

12.4. You agree not to post any content that contains viruses or other harmful items anywhere on the site.

12.5. We reserve the right to remove content, block access or take other action which we deem appropriate in the circumstances against any content which violates the above rules and guidelines.

12.6. If a third-party claims that any material you have contributed to a site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws.

12.7. You agree that you will not access or attempt to access any other user's account or misrepresent or attempt to misrepresent your identity while using the sites.

12.8. You agree that you will not restrict or inhibit any other user from using and enjoying the sites.

12.9. You agree that you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and agree to accept responsibility for all activities that occur under your account or password.

12.10. We respect the intellectual property of others. If you believe your copyright has been violated on a site hosted by us, please give notice at: info@eduvelopment.com. We will, upon receipt of such notice and confirmation that such copyright has been violated, use all reasonable means to remove the infringing content and inform the person that posted it of such removal and the reason therefor.

13. CONTENT AND BEHAVIOUR RULES

You can only use EDUvelopment for lawful purposes. You're responsible for all the content that you post on our platform. You may not access or use the Services or create an account for unlawful purposes. Your use of the Services and behaviour on our platform must comply with applicable local or national laws or regulations of your country. You are solely responsible for the knowledge of and

compliance with such laws and regulations that are applicable to you. If we discover that your content or behaviour violates our Trust & Safety Guidelines, or if we believe your content or behaviour is unlawful, inappropriate, or objectionable (for example if you impersonate someone else), we may remove your content from our platform and end your service. EDUvelopment complies with copyright laws. EDUvelopment has discretion in enforcing these Terms and our Trust & Safety Guidelines. We may terminate or suspend your permission to use our platform and Services or ban your account at any time, with or without notice, for any or no reason, including for any violation of these Terms, if you fail to pay any fees when due, such termination we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services. Your content may still be available on the platforms even if your account is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.

14. LIABILITY

14.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this site or the services or content provided from and through this site, or third-party website accessed through this site. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this site are free from errors or omissions or that the service will be uninterrupted and error free.

14.2. EDUvelopment, or any other party (whether or not involved in creating, producing, maintaining or delivering the Site or the portal), and any of EDUvelopment group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in delict (including without limitation negligence), contract or otherwise, in connection with the site (including the User-Generated Content) in any way or in connection with the use, inability to use or the results of use of the site (including the User-Generated Content), any sites linked to the site or the material on such sites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Site (including the User-Generated Content) or your downloading of any material from the site (including the User-Generated Content) or any sites linked to the site.

14.3. You agree to keep EDUvelopment and its associates fully indemnified against any actual or contingent liabilities incurred in relation to any actions or claims brought by any person against EDUvelopment as a result of an actual or alleged breach by you of any law, or such other actions or claims brought in relation to the provision of services by EDUvelopment to you.

15. SERVICE ACCESS

EDUvelopment endeavors to ensure that the site is normally available 24 hours a day. Access to the site may be suspended temporarily and without notice in the case of system failure, maintenance, or repair or for reasons beyond EDUvelopment's control. EDUvelopment shall not be liable if for any reason the site is unavailable at any time or for any period.

16 ACCOUNTS

You need an account to make use of our platform. Keep your password somewhere safe, because you're responsible for all activity associated with your account. If you suspect someone else is using your account, let us know by contacting our Support Team. You must have reached the age of consent for online services in your country to use EDUvelopment, else a parent or guardian must enter into the contract on your behalf and all the terms and conditions will be applicable to them as well. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. If you contact us to request access to an account, we will not grant you such access unless you can provide us with the information that we need to prove you are the owner of that account. In the event of the death of a user, the account of that user will be closed. You may not share your account login credentials with anyone else. You are responsible for what happens with your account and EDUvelopment will not intervene in disputes between students and other parties who have shared account login credentials. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting our Support Team. You can terminate your account at any time by following the steps here. Check our Privacy Policy to see what happens when you terminate your account.

17. EDUVELOPMENT'S RIGHTS

We own the EDUvelopment platform and Services, including the website, present or future apps and services, and things like our logos, API, code, and content created by our employees. You can't tamper with those or use them without authorization. All right, title, and interest in and to the EDUvelopment platform and Services, including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services are and will remain the exclusive property of EDUvelopment and its licensors. Our platforms and services are protected by copyright, trademark, and other laws. You may not use the EDUvelopment name or any of the EDUvelopment trademarks, logos, domain names, and other distinctive brand features.

You may not do any of the following while accessing or using the EDUvelopment platform and Services: Try to or access, tamper with, or use non-public areas of the platform (including content storage), EDUvelopment's computer systems, or the technical delivery systems of EDUvelopment's service providers. Disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems. Copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the EDUvelopment platform or Services. Access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our website, mobile apps, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services. In any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as EDUvelopment); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.

18. MISCELLANEOUS LEGAL TERMS

18.1 Binding Agreement

You agree that by registering, accessing, or using our Services, you are agreeing to enter into a legally binding contract with EDUvelopment. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services. Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict. These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us. If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect. Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future. The following sections shall survive the expiration or termination of these Terms: Sections 2 (Enrolment and Lifetime Access), 6 User generated content and conduct), 8 (Using EDUvelopment at Your Own Risk), 17 (EDUvelopment's Rights), 18 (Miscellaneous Legal Terms), and 19 (Dispute Resolution).

18.2 Disclaimers

It may happen that our platform is down, either for planned maintenance or because something goes down with the site. It may also happen that we encounter security issues. These are just examples. You accept that you will not have any recourse against us in any of these types of cases where things don't work out right. The Services and their content are provided on an "as is" and "as available" basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of the Services. Your use of the Services (including any content) is entirely at your own risk. We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will EDUvelopment or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features. We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

18.3 Limitation of Liability

There are risks inherent to using our Services, for example, if you enrol in a health and wellness course like yoga, and you injure yourself. You fully accept these risks and you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our platform and Services. In legal, more complete language, to the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we've been advised of the possibility of damages in advance. Our liability (and the liability of each of our group companies, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the greater of one hundred United States dollars (\$100) or the amount you have paid us in the twelve (12) months before the event giving rise to your claims.

18.4 Indemnification

If you behave in a way that gets us in legal trouble, we may exercise legal recourse against you. You agree to indemnify, defend (if we so request), and hold harmless EDUvelopment, our group companies, and their officers, directors, suppliers, partners, and agents from an against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from (a) the content you post or submit, (b) your use of the Services (c) your violation of these Terms, or (d) your violation of any rights of a third party. Your indemnification obligation will survive the termination of these Terms and your use of the Services.

18.5 Governing Law and Jurisdiction

When these Terms mention “EDUvelopment,” they’re referring to the EDUvelopment entity that you’re contracting with. If you’re a student located in a geographical region other than India, or if you’re accessing our Services as an instructor, you’re contracting with EDUvelopment PTY LTD and these Terms are governed by the laws of the Republic of South Africa without reference to its choice or conflicts of law principles.

18.6 Legal Actions and Notices

No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued, except where this limitation cannot be imposed by law. Any notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested, or email (by us to the email associated with your account or by you to support@edvelopment.com).

18.7 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

18.8 No Assignment

You may not assign or transfer these Terms (or the rights and licenses granted under them). We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

19. DISPUTE RESOLUTIONS

If there is a dispute, our Support Team is happy to help resolve the issue. Most disputes can be resolved, so before bringing a formal legal case, please first try contacting our Support Team.

19.1 Going to Arbitration

If we can’t resolve our dispute amicably, you and EDUvelopment agree to resolve any claims related to these Terms (or our other legal terms) through final and binding arbitration, regardless of the type of claim or legal theory. The arbitration officer must be a lawyer that is in practice for at least 10 years, that is not or never was the lawyer, or in practice with a lawyer that ever acted for any of the parties, and that must be nominated by your lawyer and our lawyer.

19.2 The Arbitration Process

Any disputes that involve a claim of less than \$2,000 USD must be resolved exclusively through binding non-appearance-based arbitration.

You and we agree that the following rules will apply to the proceedings: (a) the arbitration will be conducted by telephone, online, or based solely on written submissions (at the choice of the party seeking relief); (b) the arbitration must not involve any personal appearance by the parties or witnesses (unless we and you agree otherwise); and (c) any judgment on the arbitrator's rendered award must be full and final.

19.3 No Class Actions

We both agree that we can each only bring claims against the other on an individual basis. This means: (a) neither of us can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action; (b) an arbitrator can't combine multiple people's claims into a single case (or preside over any consolidated, class, or representative action); and (c) an arbitrator's decision or award in one person's case can only impact that user, not other users, and can't be used to decide other users' disputes.

20. UPDATING THESE TERMS

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and EDUvelopment reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means, such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise. Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

21. HOW TO CONTACT US

The best way to get in touch with us is to contact our Support Team. We'd love to hear your questions, concerns, and feedback about our Services. Enjoy your EDUvelopment journey.