

Telkom e-Education Terms and Conditions (T&Cs)

Telkom, in collaboration with Extramarks, is offering an Education Value Added Service to the existing and new Telkom Fixed and Mobile Post-paid customers. (Voice & Data plans) Any queries relating to the services Terms and Conditions must be directed to Extramarks at the following link: www.extramarks.co.za. Telkom does not accept any liability howsoever caused for the provision of these services.

These Terms and Conditions are specific to Telkom customers who will be using the Extramarks service.

This service will be offered on a promotional basis at no subscription cost (ie. monthly fee) to the customer for the duration of the promotion, the promotion will finish at the end of May 2017.

Note that data usage will attract charges and customers will be billed accordingly.

Qualifying customers will receive a text message (SMS) with Extramarks voucher code and instructions to redeem at customer's election.

The customer will be able to access Extramarks for 12 months from the date of the customer's acceptance of the service by activating the service on Extramarks website.

After the promotional period, the service will no longer be available to the customer unless the promotion has been extended. In such instance the customer will be notified and will need to accept / decline the extended promotional period accordingly.

Extramarks is an online learning platform supplementing the pursuit of academic excellence. By using Extramarks' services, you accept and agree to be bound by the following Terms of Service. Nothing contained in these Terms of Service should be construed to confer any rights to a third party beneficiary.

EXTRAMARKS' TERMS OF SERVICE

Extramarks reserves its right to modify or terminate the Extramarks service for any reason, without prior notice, without liability to the user or any other members or third party. Extramarks also reserves the right to modify the Terms of Service from time to time without notice. The user agrees to regularly review the Terms of Service to keep himself apprised of any such changes. If amended, the revised Terms of Service shall be displayed on Extramarks website at the following link and shall be deemed accepted by the user.

<http://www.extramarks.co.za/terms-of-use>

ELIGIBILITY, REGISTRATION AND ACCESS

The decision to grant access to Extramarks' services remains the sole prerogative of the owner or creator of the site without any prejudice to its users and in this respect, Extramarks' decision shall be final and binding on the user. The user consents that Extramarks reserves the right to take all necessary measures to deny access to its services and/ or the termination of services, if the Terms of Service of the present Agreement are not complied with, are

contravened or there is any violation of such rights, its copyright, trademark and / or other valuable proprietary right as described in this Agreement. In order to use the service, the user must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay for the service fees associated with such access. In addition, the user must have all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access devices; that do not form a part of the service.

TERMS OF SERVICE

- The use of the Extramarks website, or any of its services and features and user to user interface provided by the site, the information and material contained therein implies and constitutes the user's consent to this Agreement, the user unequivocally agrees to abide by these Terms of Service.
- The user agrees that Extramarks has control regarding the subject matter contained on this site and these opinions regarding subject matters contained on the site may be different from those prevalent at that point of time. The user is aware and agrees that these opinions are subject to change from time to time without prior intimation to the user.
- The answers, information, material and content have been posted on Extramarks by exercising due diligence and care and are correct and true to the best of the knowledge and intent of the site. However the user agrees to independently verify the authenticity and veracity of the answers, information, material and content posted on the site. The site does not hold any responsibility as to the authenticity and veracity of the answers, information, material and content on the site. The user agrees to indemnify the site against all actions brought out in this regard. The answers, information, material and content on the site should not be construed as advice to the user. Any action taken by the user on the basis of the information contained on the site is the responsibility of the user alone and Extramarks will not be liable in any manner or form for the consequences of such action taken by the user.
- The user agrees and understands that the information available on the site is not meant for supplementing the knowledge of the user for competitive exams and promises to hold free the site of all liabilities that may arise from the direct or indirect use of the information available on the site.
- The user agrees that the time limits, if any, stipulated by the site for providing the answers to the queries of the user are only indicative and not definitive. The user understands that the queries of the user may not be answered in a time bound manner due to a high volume of queries at a given point of time.
- The user agrees that certain queries of the user may not be answered by the site due to the highly complex nature of the query, the answers to which can only be provided by having access to specialized and highly skilled resources that are not available with the site due to its limited resource base. The user agrees that answers to queries requiring detailed and advanced graphics is outside the ambit of these Terms of Service.
- The user understands that model questions / sample papers and their answers posted on the site have been prepared by the site based on the limited resources available at its disposal and human errors may inadvertently creep in despite the site's best efforts. The user agrees not to hold the site responsible for such errors or omissions. The site does not provide any time limit or provides any express or implied time warranty of any kind, regarding any matter pertaining to this service. The site for its services

rendered does not provide any implied warranties of merchantability, fitness for a particular purpose. Extramarks shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained at this site.

- The user is aware and understands that Extramarks does not provide any judgment or warranty regarding the authenticity or correctness of the content of other services or sites that the screen links refer to. The user is aware and understands that a link to another service or site is not an endorsement of the service or site and Extramarks shall not be responsible in any manner whatsoever for the consequences of any act or omission on the part of the user on the basis of the information contained in such other services or sites.
- Extramarks reserves its right without prejudice to monitor the use of all or any part of its service without any prior intimation or any obligation to the user.
- The user agrees that he shall not alter the information, content or material or use of such information, content or material contained on the site for any purpose that constitutes a violation of the copyright of Extramarks or of a third-party information provider. The user agrees not to copy, reproduce, republish, upload, post, transmit or distribute the material in any way for any use without obtaining the prior written consent from Extramarks.
- The user agrees that he shall not solicit or invite other users to share the credits/points/package/course/anything else that he earns, that accrue to him in his individual capacity; and agrees not to sell the credits/points/package/course/anything else for any consideration to a third party. In case of a violation of this condition the user shall become liable to pay for the credits/points/course/package/anything else that he has sold or shared and shall forfeit all his credits/points/course/package/anything else accumulated and his account shall be terminated.
- If the user does not agree to any of the Terms of Service mentioned in this Agreement, then the user should exit the site through his browser.

ACCESS SECURITY AND PASSWORD

The user might receive a password and an account designation upon completing the service's registration process. The user undertakes to maintain the confidentiality of the password and account, and shall be held solely responsible for all acts and omissions that occur under his password or account. Extramarks cannot and will not be liable for any loss or damage arising from the user's failure to comply with the Terms of Service of this Agreement. It should always be the sole responsibility of the user to LOG OFF COMPLETELY from Extramarks, if he is accessing it from a public place and also change his password often, and be sure to change it to something inconspicuous.

USER CONDUCT AND PROHIBITED ACTS

The Extramarks service is made available for personal, non-commercial use only. Businesses, organizations or other legal entities are strictly debarred from using the Extramarks services for any purpose.

The user is prohibited from using the Extramarks service for any illegal or unauthorized purpose. International users agree to comply with all local rules regarding online conduct and

acceptable content, including laws regulating the export of data from South Africa. The user is solely responsible for his conduct and any data, text, information, graphics, photos, profiles, audio and video clips, links and other material that he submits, posts, and displays on the Extramarks service.

The creator or owner or developer of the site may at its sole discretion remove information, content or material that is incorrect, inaccurate, unlawful, fraudulent, threatening, libellous, defamatory, obscene or otherwise objectionable, or infringes or violates any party's intellectual property or other proprietary rights or these Terms of Service.

Other examples of illegal or unauthorized uses include, but are not limited to:

- Modifying, adapting, translating, or reverse engineering any portion of the Extramarks service.
- Removing any copyright, trademark or other proprietary rights notices contained in or on the Extramarks service.
- Using any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Extramarks service.
- Collecting any information about other users (including usernames and/or email addresses) for unauthorized purposes.
- Reformatting or framing any portion of the web pages that are part of the Extramarks service; creating user accounts by automated means or under false or fraudulent presences.
- Creating or transmitting unwanted electronic communications such as "spam," or chain letters to other user or otherwise interfering with other user's enjoyment of the service.
- Submitting information or material of any third party without such third party's prior written consent.
- Directing any user (for example, by linking) to any information or material of any third party without such third party's prior written consent or the users consent.
- Submitting information or material that infringe, misappropriate or violate the intellectual property, publicity, privacy or other proprietary rights of any party.
- Transmitting any viruses, worms, defects, Trojan horses or other items of a destructive nature.
- Submitting information or material that are unlawful or promote or encourage illegal activity; or submitting false or misleading information.
- Harm minors, children and women in any way or "stalk" or otherwise harass others.
- Submitting information that is obscene, voyeuristic or contains pornography or contain an "indecent representation of women"; or cause to be displayed or transmitted or circulated through the site in any electronic form, any material which is lascivious or appeal to the prurient interest or if its effect is such as to tend to deprave and corrupt persons who are likely, having regard to the fact that the site is meant for educational and academic pursuit by students who are yet to reach an age capable of discerning the propriety of the material contained or embodied in such transmission.
- Upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; or a threat to the nation's communal harmony, peace and security.
- Upload, post, email or otherwise transmit any Content that the user doesn't have a right to transmit under any law or under contractual or fiduciary relationships (such as

inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements).

- Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
- Intentionally or unintentionally violate any applicable local, provincial, national or international law.
- Any other conduct, act or behaviour that is illegal or unlawful.

While Extramarks prohibits such conduct and content on its site, the user understands and agrees that he nonetheless may be exposed to such information materials and that he shall immediately inform Extramarks of such violation. If the user continues to use the Extramarks service he shall do so at his own risk and peril.

USER CONTENT

Certain elements of the site will contain material submitted by users. Extramarks accepts no responsibility for the material and contents, accuracy, conformity to applicable laws of such material.

ADVERTISEMENTS

The site may at its discretion display advertisements. The users' correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Extramarks service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the user and such advertiser. The user agrees that Extramarks shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Extramarks service.

PROPRIETARY RIGHTS

User acknowledges and agrees that the Extramarks service and any necessary software used in connection with the service contains proprietary and confidential information that is protected by the intellectual property and other laws of South Africa. User further acknowledges and agrees that material and content contained in sponsor advertisements or information presented to the user through the Extramarks services or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Extramarks or advertisers, user agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Extramarks service, in whole or in part.

DISCLAIMER OF WARRANTIES

USER EXPRESSLY UNDERSTANDS AND AGREES THAT:

- Use of the service is at the user's sole risk. The service is provided on an "as is" and "as available" basis. Extramarks expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- Extramarks makes no warranty that (i) the service will meet the user's requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by the user through the service will meet user's expectations, and (v) any errors in the software will be corrected.
- Any material downloaded or otherwise obtained through the use of the service is done at the user's own discretion and risk and that user will be solely responsible for any damage to the user's computer system or loss of data that results from the download of any such material.
- No advice or information, whether oral or written, obtained by the user from Extramarks or through or from the service shall create any warranty not expressly stated in the ToS.

LIMITATION OF LIABILITY

Under no circumstances will Extramarks be liable to the user for any direct or indirect, incidental, consequential, special or exemplary damage arising out of or in connection with use of the Extramarks service, whether or not Extramarks has been advised of the possibility of such damages. Such limitation of liability shall apply (i) whether the damages arise from use or misuse of and reliance on the Extramarks service, from inability to use the Extramarks service, or from the interruption, suspension, or termination of the Extramarks service (including such damages incurred by third parties), and (ii) notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law. Under no circumstances shall Extramarks be liable to the user.

INDEMNITY

The user agrees to indemnify and hold Extramarks, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of content the user submits, posts or transmits through the service, the user's use of the Service, the user's connection to the Service, the user's violation of the ToS, or the user's violation of any rights of another.

NO RESALE OF SERVICE

The user agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

MODIFICATIONS TO SERVICE

Extramarks reserves the right at any time and from time to time without prejudice to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. The user agrees that Extramarks shall not be liable to the user or to any third party for any modification, suspension or discontinuance of the service.

NOTICE

No notices to the user may be made via email or regular mail unless and under its discretion, Extramarks deems it desirable and absolutely necessary and as demanded by law. The service of the site may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to the user generally on the service.

TRADEMARK INFORMATION

The site design and the service marks, other logos, products and service names are trademarks of Extramarks. The user agrees not to display or use in any manner, the trademarks of Extramarks.

COPYRIGHT

Extramarks is a registered entity under the laws of South Africa with all rights reserved herein. The copyright of all materials provided on this website are held by Extramarks. None of the materials displayed on or within any Extramarks products including but not limited to website, SD Cards, Tablets etc., may be copied, reproduced, distributed, republished, downloaded, displayed, posted, modified, altered, reverse engineered, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, screen snapshot/ screen captured, or otherwise, without prior written permission of Extramarks, the copyright owner.

VIOLATIONS

Please report any violation of the Terms of Service of this Agreement to sacustomerservice@extramarks.co.za

Force Majeure

Extramarks shall have no liability to the user for any matters where it has no control or which are beyond its control and fall in this category.

Entire Agreement

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter thereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject.

Jurisdiction

These Terms of Service will be governed by and construed in accordance with the laws of South Africa and any dispute arising out of the use of the site shall be subject to the exclusive jurisdiction of courts in South Africa. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect. The user shall not assign these Terms of Service or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent, any such purported assignment or delegation will be null and void and of no force or effect.

User Privacy Policy

The user's privacy is critically important to Extramarks. Extramarks has few fundamental principles:

- Extramarks asks its users to supply various personal data when placing an order, such as name, address, credit-card information, and valid E-mail id.
- Extramarks uses this data only for the purpose of filling an order, or communicating with the user about the status of an order.
- Extramarks treats this customer information as private and confidential, and it shall not disclose this information to other individuals or organizations unless required by law.

If the user feels that Extramarks has violated this Statement on Privacy in any way, please contact Extramarks at sacustomerservice@extramarks.co.za so that we may address this issue.

Errors and omissions excepted (E&OE)