



## INSTRUCTORS / TUTORS AGREEMENT

This agreement serves to define the roles and responsibilities of Instructors/Tutors and EduLine Training.

### 1. Parties

#### 1.1 The Parties to the agreement are:

##### 1.1.1 EduLine Training

PO Box 974

Sasolburg, 1947

Contact Number: +27 076-161-1149

Email: info@edulinettraining.com and;

##### 1.1.2 Instructor / Tutor

Name & Surname : \_\_\_\_\_

Address: \_\_\_\_\_

Contact Details: \_\_\_\_\_

Email: \_\_\_\_\_

### 2. Instructor / Tutor Terms

*When you sign up to become an Instructor / Tutor on the Eduline Training platform, you agree to abide by these Instructor / Tutor Terms ("Terms"). These Terms cover details about the aspects of the Eduline Training platform relevant to Instructor / Tutors and are incorporated by reference into our Terms of Use, the general terms that govern your use of our Services. Any capitalized terms that aren't defined in these Terms are defined as specified in the Terms of Use.*

*As an Instructor / Tutor, you are contracting directly with Eduline Training, regardless of whether another Eduline Training subsidiary facilitates payments to you.*

#### 2.1. Instructor / Tutor Obligations

i. As an Instructor / Tutor, you are responsible for all content that you post / submit, including lectures, quizzes, coding exercises, practice tests, assignments, resources, answers, course landing page content, assessments, and announcements ("Submitted Content").

## **2.2 You represent and warrant that:**

- i. you will provide and maintain accurate account information;
- ii. you own or have the necessary licenses, rights, consents, permissions, and authority to authorize Eduline Training to use your Submitted Content as specified in these Terms and the Terms of Use;
- iii. your Submitted Content will not infringe or misappropriate any third party's intellectual property rights;
- iv. you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your Submitted Content and use of the Services; and
- v. you will ensure a quality of service that corresponds with the standards of your industry and instruction services in general.
- vi. you will upload the required content to the nominated DropBox/Google Drive Folder. (Max size for a single uploaded file is 64mb. Any file above may need to be converted/presented in a different format)

## **2.3 You warrant that you will not:**

- i. post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libellous content or information;
- ii. post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Services or to any user;
- iii. use the Services for business other than providing tutoring, teaching, and instructional services to students;
- iv. engage in any activity that would require us to obtain licenses from or pay royalties to any third party, including the need to pay royalties for the public performance of a musical work or sound recording;
- v. frame or embed the Services (such as to embed a free version of a course) or otherwise circumvent the Services;
- vi. impersonate another person or gain unauthorized access to another person's account;

- vii. interfere with or otherwise prevent other Instructor / Tutors from providing their services or content; or
- viii. abuse Eduline Training resources, including support services.

### **3. License to Eduline Training**

- i. You grant that while your content remains your intellectual property, Eduline Training reserves the rights detailed in the Terms of Use to offer, market, and otherwise use your Submitted Content for the purposes of gaining new students and or instructors/tutors. This includes the right to add captions or otherwise modify Submitted Content to ensure accessibility. *(Such changes will be communicated in writing to the effected party/parties prior to any changes being made)*
- ii. You also authorize Eduline Training to sublicense these rights to your Submitted Content to third parties, including to students directly and through third parties such as resellers, distributors, affiliate sites, deal sites, and paid advertising on third-party platforms.
- iii. Unless otherwise agreed (including within our Promotions Policy), you have the right to remove all or any portion of your Submitted Content from the Services at any time. Except as otherwise agreed, Eduline Training's right to sublicense the rights in this section will terminate with respect to new users 60 days after the Submitted Content's removal. However, (1) rights given to students before the Submitted Content's removal will continue in accordance with the terms of those licenses (including any grants of lifetime access) and (2) Eduline Training's right to use such Submitted Content for marketing purposes shall survive termination.
- iv. We may record and use all or any part of your Submitted Content for quality control and for delivering, marketing, promoting, demonstrating, or operating the Services.
- v. You grant Eduline Training permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, your Submitted Content, or Eduline Training's content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

### **4. Trust & Safety**

#### **4.1 Trust & Safety Policies**

- i. You agree to abide by Eduline Training's Trust & Safety policies, Restricted Topics policy, and other content quality standards or policies prescribed by Eduline Training from time to time. You should check these policies

periodically to ensure that you comply with any updates to them. You understand that your use of the Services is subject to Eduline Training's approval, which we may grant or deny at our sole discretion.

ii. We reserve the right to remove content, suspend payouts, and/or ban Instructor / Tutors for any reason at any time, without prior notice, including in cases where:

ii.a) an Instructor / Tutor or content does not comply with our policies or legal terms (including the Terms of Use);

ii.b) content falls below our quality standards or has a negative impact on the student experience (you and your courses will need to maintain an average rating of 3 stars);

ii.c) an Instructor / Tutor engages in behaviour that might reflect unfavourably on Eduline Training or bring Eduline Training into public disrepute, contempt, scandal, or ridicule;

ii.d) an Instructor / Tutor engages the services of a marketer or other business partner who violates Eduline Training's policies;

ii.e) an Instructor / Tutor uses the Services in a way that constitutes unfair competition, such as promotion of their off-site business in a way that violates Eduline Training's policies; or

ii. f) as determined by Eduline Training in its sole discretion.

#### **4.2 Co-Instructor / Tutors and Teaching Assistants**

i. The Eduline Training platform allows you to add other users as co-Instructor / Tutors or teaching assistants for Submitted Content that you manage, and you are required to comply with our Co-Instructor / Tutor Relationship Rules and Guidelines when taking such actions. By adding a co-Instructor / Tutor or teaching assistant, you understand that you are authorizing them to take certain actions that affect your Eduline Training account and Submitted Content. Violations of Eduline Training's terms and policies by your co-Instructor / Tutor or teaching assistant may also impact your Eduline Training account and Submitted Content. Eduline Training is not able to advise on any questions or mediate any disputes between you and such users. If your co-Instructor / Tutors have an assigned revenue share, their share will be paid out of your earned revenue share based on the ratios you have specified in your Course Management settings as of the date of the purchase.

#### **4.3 Relationship to Other Users**

i. Instructor / Tutors don't have a direct contractual relationship with students, so the only information you'll receive about students is what is provided to you through the

ii. Services. You agree that you will not use the data you receive for any purpose other than providing your services to those students on the Eduline Training platform, and that you won't solicit additional personal data or store students' personal data outside the Eduline Training platform. You agree to indemnify Eduline Training against any claims arising from your use of students' personal data.

#### **4.4 Anti-Piracy Efforts**

- i. We partner with anti-piracy vendors to help protect your content from unauthorized use. To enable this protection, you hereby appoint Eduline Training and our anti-piracy vendors as your agents for the purpose of enforcing copyrights for each of your content, through notice and takedown processes (under applicable copyright laws like the Digital Millennium Copyright Act) and for other efforts to enforce those rights. You grant Eduline Training and our anti-piracy vendors primary authority to file notices on your behalf to enforce your copyright interests.
- ii. You agree that Eduline Training and our anti-piracy vendors will retain the above rights unless you revoke them by sending an email to [info@ywyway.com](mailto:info@ywyway.com) with the subject line: "Revoke Anti-Piracy Protection Rights" from the email address associated with your account. Any revocation of rights will be effective 48 hours after we receive it.

### **5. Pricing**

#### **5.1 Price Setting**

- i. When submitting Content available for purchase on Eduline Training, you will be required to submit a base price ("Base Price") for your Submitted Content. As a premium Instructor / Tutor, you will also be given the opportunity to participate in certain promotional programs under the terms of our Promotions Policy ("Promotional Programs").
- ii. When a student purchases using a foreign currency, we will convert the relevant Base Price or Promotional Program price into the student's applicable currency using a system-wide foreign currency conversion rate set by Eduline Training.
- iii. You give us permission to share your Submitted Content for free with our employees, with selected partners, and in cases where we need to restore access to accounts who have previously purchased your Submitted Content. You understand that you will not receive compensation in these cases.
- iv. Once you have indicated your interest in submitting a course and course content is agreed, you will be charged a once-off fee of R500 [500 South African Rand] per submitted course.

- v. Courses that are submitted in multiple languages as one course will still be charged the initial R500 set-up fee. Should you wish to submit a single course but in separate languages, the fee for the additional courses will be agreed upon by the two parties. (Typically 50% of the initial setup price)
- vi. Reasonable changes are agreed to when course content is changed.

### **Fees due to Instructors/Tutors**

- i. Once your course is setup and live, Eduline Training reserves the right to retain 20% of the course fee per purchase/enrolment. The remaining 80% shall be credited to your Instructor/Tutor account. This account is accessible via your tutor portal wherein you will have unrestricted access to sales figures.
- ii. The minimum withdrawal request shall be R450 [Four Hundred and Fifty South African Rand] and a service fee of R10 [Ten South African Rand] will be charged per withdrawal request.
- iii. Withdrawal requests shall be sent via your Instructor/Tutor Portal and will be processed within 24hrs of receipt of the request. You will be automatically notified of your withdrawal request and, should the withdrawal be approved, you will also be immediately notified via automated email to your nominated email address.
- iv. Fees due can be confirmed on your Tutor Profile page.
- v. Money generated by your courses will immediately reflect on your Tutor balance, however, new income will only be available for withdrawal after a period of 5 [Five] calendar days.
- vi. Depending on the T&C's of your financial institution, payments may take up to 48hrs to reflect in your account. Proof of payment will nevertheless be emailed to you.

### **5.2 Transaction Taxes**

If a student purchases a product or service in a country that requires Eduline Training to remit national, state, or local sales or use taxes, value added taxes (VAT), or other similar transaction taxes ("Transaction Taxes"), under applicable law, we will collect and remit those Transaction Taxes to the competent tax authorities for those sales. We may increase the sale price at our discretion where we determine that such taxes may be due.

### 5.3 Promotional Programs

- i. Eduline Training offers several optional marketing programs (Promotional Programs) in which you can choose to participate, as detailed in our Promotions Policy. These programs can help increase your revenue potential on Eduline Training by finding the optimal price point for your Submitted Content and offering them through subscriptions collections.
- ii. There is no up-front cost to participate in these programs, and you can modify your participation status at any time, though changes you make will not apply to currently active campaigns and certain programs may have additional requirements on termination.

## 6. Payments

### 6.1 Revenue Share

- i. When a student purchases your Submitted Content, we calculate the gross amount of the sale as the amount actually received by Eduline Training from the student ("Gross Amount"). From this, we subtract a 20% flat rate fee per student purchase.
- ii. If you have not opted into any of Eduline Training's optional Promotional Programs, and except for sales through Instructor / Tutor-generated coupon codes or course referral links as described below, your revenue share will be 80% of the Net Amount less any applicable deductions, such as student refunds. If we change this payment rate, we will provide you 30 days notice using prominent means, such as via email or by posting a notice through our Services.
- iii. If you opt into any of the Promotional Programs, the relevant revenue share may be different and will be as specified in the Promotions Policy.
- iv. Eduline Training makes all Instructor / Tutor payments in ZAR [South African Rand] regardless of the currency with which the sale was made. Eduline Training is not responsible for your foreign currency conversion fees, wiring fees, or any other processing fees that you may incur. Your revenue report will show the sales price (in local currency) and your converted revenue amount (in ZAR).

### 6.2 Receiving Payments

- i. For us to pay you in a timely manner, you must own a South African Bank account or a bank account capable of receiving payments via EFT from South Africa.
- ii. You must keep us informed of the correct email associated with your account.

- iii. You must also provide any identifying information necessary for payment of amounts due, and you agree that we have the right to withhold appropriate taxes from your payments where applicable.
- iv. We reserve the right to withhold payments or impose other penalties if we do not receive proper identifying information or documentation from you.
- v. You understand and agree that you are ultimately responsible for any taxes on your income.
- vi. As an Instructor / Tutor, you are responsible for determining whether you are eligible to be paid by a South African company.
- vii. We reserve the right not to pay out funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.
- viii. If we cannot settle funds into your payment account after the period of time set forth by your country, or other government authority in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by submitting those funds to the appropriate government authority as required by law.

## 6.3 Refunds

### 6.3.1 To Students

- i. You acknowledge and agree that students have the right to receive a refund, as detailed in the Terms of Use. Instructor / Tutors will not receive any revenue from transactions for which a refund has been granted under the Terms of Use – Student Terms and Conditions “Annexure A”, herewith attached.
- ii. If a student asks for a refund after we have paid the relevant Instructor / Tutor payment, we reserve the right to either (1) deduct the amount of the refund from the next payment sent to the Instructor / Tutor or (2) where no further payments are due to the Instructor / Tutor or the payments are insufficient to cover the refunded amounts, require the Instructor / Tutor to refund any amounts refunded to students for the Instructor / Tutor's Submitted Content.

### 6.3.2 To Instructor/Tutors

- i. Once your content has been submitted and duly uploaded and published to the main website <https://EduLineTraining.com> and is available for public use/purchase and otherwise consumption, no refund will be applicable. **A claim of *force majeure* will not be entertained by EduLine Training.**

**ii. Should you nevertheless wish to have your content removed, section 9.5-ii will become applicable.**

## **7. Trademarks**

While you are a published Instructor / Tutor and subject to the requirements below, you may use our trademarks where we authorize you to do so.

You must:

only use the images of our trademarks that we make available to you, as detailed in any guidelines we may publish;

only use our trademarks in connection with the promotion and sale of your Submitted Content available on Eduline Training or your participation on Eduline Training; and

immediately comply if we request that you discontinue use.

You must not:

use our trademarks in a misleading or disparaging way;

use our trademarks in a way that implies that we endorse, sponsor, or approve of your Submitted Content or services; or

use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

## **8. Deleting Your Account**

We'll use commercially reasonable efforts to make any remaining scheduled payments that are owed to you before deleting your account. You understand that if students have previously enrolled in your Submitted Content, your name and that Submitted Content may remain accessible to those students after your account is deleted. If you need help or encounter difficulty deleting your account, you can contact us via our Support Centre.

## **9. Miscellaneous Legal Terms**

### **9.1 Updating These Terms**

- i. 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 Eduline Training 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.
- ii. 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.

### **9.2 Translations**

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.

### **9.3 Relationship Between Us**

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

### **9.4 Survival**

The following sections shall survive the expiration or termination of these Terms: Sections 3 (License to Eduline Training), 4.4 (Relationship to Other Users), 6.3 (Receiving Payments), 6.4 (Refunds), 8 (Deleting Your Account), and 9 (Miscellaneous Legal Terms).

## **9.5 Intellectual Property Rights**

- i. EduLine Training agrees that any content submitted shall remain the intellectual property of the individual/company that initially submitted the content. Any use of the content outside of the EduLine website shall be duly communicated and agreed by all effected parties.
- ii. EduLine agrees to delete all contents, including images, account, videos, media, text, documents and all other submitted content upon request from the submitter. *(Subject to student course completion or refund)*
- iii. EduLine shall not sub-license any course or course material submitted by an instructor/tutor.

## **10. EduLine Duties and Responsibilities**

### **10.1 Website Content**

- i. EduLine undertakes to ensure that the website is maintained and upgraded as necessary to ensure that the Instructor/Tutor's content is available 24/7.
- ii. EduLine undertakes to ensure the utmost privacy of the data collected and to ensure that it is stored on a secure server and all other regulatory requirements as set out in the POPI-Act.
- iii. EduLine undertakes to ensure that all relevant and applicable legislation is adhered to.
- iv. EduLine shall transfer the applicable revenue from courses sold online to the relevant Instructors/tutors in a timely manner.
- v. EduLine shall update the main site on a regular basis when necessary to maintain the relevant SEO grading and indexing.
- vi. Within reason, EduLine will change/update the course material should an Instructor/Tutor require minor changes. Any changes requiring more than 1hr to change/update shall be charged at a mutually agreed amount.

### **10.2 Instructor/Tutor Bio/Course Page**

- i. EduLine shall ensure that once the required and correctly formatted content is submitted, that the content will be available for purchase in a timely manner, not exceeding 5 [Five] working days.
- ii. EduLine shall ensure that the Instructor/Tutor page is presentable and available at all times, within reason of server and website maintenance restrictions.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Between;

EduLine Training: \_\_\_\_\_

*(Authorised Signatory)*

&

Instructor / Tutor: \_\_\_\_\_

*(Authorised Signatory)*

## Annexure A – Instructor/Tutor Agreement

### STUDENTS

- i. Due to the nature of our business, should you have purchased a course erroneously and have not started the course, we will refund the amount in full.\*,\*\*
  - ii. Should you have purchased the incorrect course and wish to have this error on your part corrected to reflect the intended purchase, an administrative fee of R100.00 per course per correction/per purchase will be levied to cover the costs of the 3rd Party responsible for the technical administration of the website. **A claim of *force majeure* will not be entertained by EduLine Training.**
- II. All tests/quizzes need to be completed in full [Where applicable]. A student cannot leave the test after it is started. Leaving the test before it is completed will result in a zero [0] score for the test, resulting in a lower final grade. EduLine Training will not be held liable for incompleteness of a test/quiz.\*\*\*

### III. Reenrollment:

- i. Should a student fail to pass any course and wish to re-take the course, the course will need to be reset for the individual student.
- ii. The request to reset/reenroll should be addressed to [info@EduLineTraining.com](mailto:info@EduLineTraining.com), Attention: The Registrar, with Subject: Reenrollment Request
- iii. The cost of resetting the course will carry an administrative levy of 50% of the cost of the course.

### IV. Changes to Certificates:

- i. To ensure the continuity and authenticity of the traceability of our certificates, once the original version has been generated, we cannot manually change any details on the registration and therefore the certificate.
  - i.a. Should a student/user wish to have alternate details on the final certificate, the entire user profile will need to be -generated and the course, including the tests, re-taken.
  - ii. Where it is found that a certificate has been altered by the end-user in any way, that user will be blacklisted and the certificate will be removed from our system, rendering the certificate null and void.

### V. Multiple Users:

- i. Although a single entity is entitled to purchase multiple courses for several students, it is however not permissible for a single entity to allow several students to do one course as a whole under the registration details of the entity.
- ii. Should EduLine Training be made aware of such practices, all the users and the entity will be blocked for life and all training undertaken revoked, with no refund.

*\*If you have contacted us within 24hrs of your purchase, by sending an email with your order number to: [info@EduLineTraining.com](mailto:info@EduLineTraining.com) with the Subject Line: **REFUND REQUESTED***

*\*\* Refund amount will be Total payment minus any costs incurred by EduLine Training such as payment portal, bank fees and any other related costs.*

*\*\*\*A hard-reset can be done for the test/quiz, at an additional cost of 50% of the cost of the course*

**Last updated: 3 September at 20:00 (UTC+2)**