

TERMS OF SERVICE AGREEMENT

STUDIBUDDI

Effective Date: 10 June 2025

Last Updated: 10 June 2025

1. ACCEPTANCE OF TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "Student", "Educator", or "you") and StudiBuddi ("Company", "we", "us", or "our") regarding your use of the StudiBuddi STEM learning platform, including all associated services, features, and content (collectively, the "Service").

By accessing, Browse, or using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. **By creating an account, you warrant that you are at least 18 years old OR have obtained verifiable parental consent as per Section 3.1.** If you do not agree to these Terms, you must not use our Service.

These Terms are governed by the laws of the Republic of South Africa, including but not limited to the Consumer Protection Act 68 of 2008, the Electronic Communications and Transactions Act 25 of 2002, and the Protection of Personal Information Act 4 of 2013 (POPIA).

2. DESCRIPTION OF SERVICE

StudiBuddi is an educational technology platform that provides:

- **Training Modules:** Interactive STEM learning modules with knowledge graph visualization, mathematical problem solving, and progress tracking.
- **Educational Resources:** Access to PDFs, videos, formulas, and educational content with annotation tools.
- **Tutoring Services:** AI-powered chatbot assistance and human tutor matching with video call functionality.
- **Progress Tracking:** Diagnostic assessments and personalized learning pathways.
- **Content Management:** User upload capabilities and personalized content curation.

3. USER ELIGIBILITY AND REGISTRATION

3.1 Age Requirements

- Users under 13 years of age are **prohibited** from using this Service.
- **Minors (13-17 years of age):**

- Must have a parent or legal guardian **create the account** on their behalf OR **verify their consent via an emailed consent link** provided by StudiBuddi during the registration process.
- Parents/guardians assume full legal liability for minors' compliance with these Terms and all payment obligations.
- Users 18 years of age or older may register and use the Service independently.

3.2 Account Registration

- You must provide accurate, current, and complete information during registration.
- You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- You agree to notify us immediately of any unauthorized use of your account.
- One person or entity may not maintain more than one account without our express permission.

3.3 Account Verification

We may require verification of your identity, age, or academic status for certain features or services. **We may restrict AI tutoring features or other premium services until age/consent is successfully verified.**

4. USER CONDUCT AND ACCEPTABLE USE

4.1 Permitted Use

You may use our Service for legitimate educational purposes in accordance with these Terms.

4.2 Prohibited Conduct

You agree not to:

- **Academic Misconduct:** Use the Service to engage in cheating, plagiarism, or any form of academic dishonesty, including submitting AI-generated work as your original creation.
- **Harmful Content:** Upload, post, or transmit content that is illegal, harmful, threatening, abusive, defamatory, discriminatory, or otherwise objectionable.
- **Intellectual Property Violation:** Infringe upon copyrights, trademarks, or other intellectual property rights of StudiBuddi or any third party.
- **System Interference:** Attempt to gain unauthorized access, disrupt, or interfere with the Service's operation, security features, or networks. This includes attempting to reverse-engineer, scrape, or misuse StudiBuddi's crux-node knowledge graph or underlying AI models.
- **Commercial Misuse:** Use the Service for unauthorized commercial purposes, solicit other users for commercial ventures, or resell access to the Service.
- **Data Mining:** Use automated tools, bots, or scripts to extract data or content from the Service without explicit written permission.

- **False Information:** Provide false or misleading information in your profile, during registration, or in communications on the platform.
- **Harassment:** Engage in harassment, bullying, stalking, or any other inappropriate or disruptive conduct toward other users or tutors.

4.3 Content Standards

All user-generated content must comply with South African law and community standards of decency and respect. We reserve the right to remove any content that violates these standards.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Our Intellectual Property

The Service and its original content, features, and functionality, including but not limited to the crux-node web-graphs, Model Context Protocols (MCP), AI-generated pedagogical sequences, software, design, text, graphics, logos, and trademarks, are owned by StudiBuddi and are protected by South African and international copyright, trademark, patent, trade secret, and other intellectual property laws.

5.2 User Content

By uploading or submitting content to our Service, you grant us a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such content solely for the purpose of providing and improving our Service, including to train and improve our AI models, provided such usage is anonymized and aggregated where reasonably practicable and in compliance with our Privacy Policy.

You represent and warrant that:

- You own or have the necessary licenses, rights, consents, and permissions to the content you submit.
- Your content does not infringe any third-party rights, including intellectual property, privacy, or publicity rights.
- Your content complies with these Terms and applicable law.

5.3 Educational Fair Use

Our use of educational content, including but not limited to Siyavula textbook materials, is governed by fair dealing provisions under South African copyright law (specifically, the Copyright Act 98 of 1978) for educational purposes, and complies with CAPS-aligned educational exceptions. AI-generated lessons are derivative works of Siyavula/CAPS materials; commercial redistribution of such generated content is strictly prohibited.

6. PAYMENT TERMS AND BILLING

6.1 Subscription Plans

- We offer various subscription tiers with different features and pricing, as detailed on our website.
- Prices are displayed in South African Rand (ZAR) and include applicable Value Added Tax (VAT).
- Subscription fees are billed in advance on a recurring basis (e.g., monthly, annually), according to your chosen plan.

6.2 Payment Processing

- Payments are processed securely through reputable third-party payment processors.
- You authorize us to charge your selected payment method for all applicable fees, including recurring subscription fees.
- **By paying, you warrant that you are the cardholder or have express authorization from the cardholder to make the payment.**
- All sales are final unless otherwise specified in these Terms.

6.3 Refunds and Cancellations

In accordance with the Consumer Protection Act:

- You may cancel a subscription within 7 days of the initial purchase for a full refund, provided no significant services have been used during this cooling-off period.
- Cancellations made after the 7-day cooling-off period will take effect at the end of the current billing period, and no pro-rata refunds will be issued for the remainder of the period.
- Founders Circle coaching cancellations require 48-hour advance notice for refund eligibility for specific coaching sessions.
- AI service credits (e.g., unused voice tutor hours or premium AI feature access) are typically non-refundable and expire after 90 days from the date of issue or purchase unless otherwise stated.
- We reserve the right to offer discretionary refunds on a case-by-case basis.

6.4 Price Changes

We reserve the right to modify subscription prices with a minimum of 30 days' advance notice to existing subscribers. Your continued use of the Service after the price change constitutes your agreement to the new price.

7. PRIVACY AND DATA PROTECTION

7.1 Privacy Policy

Our collection and use of personal information is governed by our Privacy Policy, which is incorporated by reference into these Terms and complies fully with POPIA. By using the Service, you agree to the terms of our Privacy Policy.

7.2 Educational Records

We handle educational records and progress data in accordance with applicable privacy laws and industry best practices for educational technology providers.

7.3 Data Security

We implement appropriate technical and organizational measures to protect your personal information from unauthorized access, alteration, disclosure, or destruction. However, no internet transmission or electronic storage method is 100% secure, and we cannot guarantee absolute security.

8. TUTORING SERVICES

8.1 Hybrid Tutoring Model

StudiBuddi provides a platform for both AI-powered and human-led tutoring.

- **AI Tutoring:** Automated AI chatbot and voice tutoring services are generally included in subscription tiers and provide instant assistance.
- **Human Tutors:** Human tutors are add-ons and are billed separately from subscription fees. Free sessions with these tutors are included in Founders Circle or equivalent premium offerings.

8.2 Tutor Qualifications

While we take steps to verify the credentials and qualifications of human tutors on our platform, you are responsible for evaluating the suitability of any tutor for your specific needs. We do not directly employ human tutors as staff members but facilitate connections between users and independent tutors.

8.3 Tutor-Student Interactions

- All interactions, whether with AI or human tutors, should remain professional and focused on educational objectives.
- We strictly prohibit the sharing of personal contact information outside the platform between students and human tutors.
- Inappropriate behavior, misconduct, or concerns regarding any tutor (AI or human) should be reported immediately to our support team.

8.4 Tutoring Fees (for Human Tutors)

- Human tutoring fees are separate from general subscription fees and are specified during the booking process.
- Payment terms and cancellation policies for human tutoring sessions will be provided at the time of booking.

9. ARTIFICIAL INTELLIGENCE FEATURES

9.1 AI Chatbot Services

Our AI chatbot and other AI-powered tools provide educational assistance, support, and personalized learning pathways. They should not be considered a substitute for professional academic instruction, advice, or critical thinking.

9.2 AI Limitations

- AI responses and generated content may occasionally contain errors, inaccuracies, or incomplete information.
- Users should exercise their own judgment and verify important information independently, especially for critical academic work.
- AI services are provided "as is" without warranty of accuracy or fitness for a particular purpose. AI diagnostics, such as crux-node proficiency scores, are probabilistic indicators and not definitive or guaranteed assessments of knowledge.

9.3 Data Usage for AI Training

Content and interactions with AI services, including voice interactions, may be collected and used to improve our AI algorithms and enhance the Service. Such data will be handled in accordance with our Privacy Policy. For minors' data, it will be excluded from AI training datasets without explicit, verifiable parental consent. Voice interactions with AI tutors may be stored for a period of up to 90 days for quality assurance and model improvement.

10. DISCLAIMERS AND WARRANTIES

10.1 Service Availability

While we strive for continuous service availability, we do not guarantee uninterrupted, error-free, or secure access to the Service. We may perform scheduled or unscheduled maintenance that temporarily limits or interrupts access.

10.2 Educational Outcomes

We do not guarantee specific educational outcomes, academic performance improvements, or success from using our Service. Your academic success depends on individual effort, circumstances, and other factors beyond our control.

10.3 Third-Party Content

We are not responsible for the accuracy, quality, legality, or availability of third-party educational content, external links, or resources accessed through our Service.

10.4 Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY SOUTH AFRICAN LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND,

WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 Liability Limits

To the maximum extent permitted by South African law, our total liability for any claims arising from these Terms or your use of the Service, whether in contract, tort (including negligence), or otherwise, shall not exceed the amount you paid us for the Service in the twelve (12) months preceding the date the claim arose.

11.2 Excluded Damages

We shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to loss of profits, data, goodwill, educational opportunities, or other intangible losses, even if we have been advised of the possibility of such damages. We specifically exclude liability for decisions made solely based on AI outputs without human verification or critical judgment.

11.3 Consumer Protection Act Compliance

Nothing in these Terms limits rights that cannot be excluded or limited under the Consumer Protection Act 68 of 2008, and these limitations on liability apply only to the extent permitted by South African law.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless StudiBuddi, its officers, directors, employees, agents, affiliates, and licensors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or in any way related to:

- Your use of, or inability to use, the Service.
 - Your violation of these Terms.
 - Your violation of any third-party rights, including intellectual property or privacy rights
 - Any content you submit, post, or transmit through the Service.
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13. TERMINATION

13.1 Termination by You

You may terminate your account at any time by following the cancellation process outlined in your account settings.

13.2 Termination by Us

We may suspend or terminate your account and access to the Service immediately, without prior notice or liability, if you:

- Violate these Terms.
- Engage in fraudulent, illegal, or unethical activity.
- Fail to pay any required fees when due.
- Present a security risk to the Service or other users.

13.3 Effect of Termination

Upon termination of your account:

- Your right to use the Service will cease immediately.
- We may delete your account and associated data after a reasonable retention period, in accordance with our Privacy Policy and applicable law.
- Provisions of these Terms that, by their nature, should survive termination (including, but not limited to, intellectual property, disclaimers,⁸ limitation of liability, indemnification, and dispute resolution) will remain in full force and effect.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

14.2 Jurisdiction

Any disputes arising from these Terms or your use of the Service shall be subject to the exclusive jurisdiction of the South African courts.

14.3 Alternative Dispute Resolution

Before pursuing formal legal action, the parties agree to attempt resolution of any dispute arising out of or relating to these Terms through good faith negotiations.

14.3.1 Mediation and Arbitration

If negotiations fail, the parties must first attempt mediation via the Arbitration Foundation of Southern Africa (AFSA) in Johannesburg before initiating litigation. For disputes involving an amount under R100,000, the parties agree to mandatory binding arbitration administered by AFSA in Johannesburg, under its then-current rules, with the decision of the arbitrator being final and binding.

15. MODIFICATIONS TO TERMS

15.1 Right to Modify

We reserve the right to modify these Terms at any time. We will provide notice of material changes through:

- Email notification to registered users.
- A prominent notice on our website.
- In-app notifications.

15.2 Acceptance of Changes

Your continued use of the Service after the effective date of the modified Terms constitutes your acceptance of the changes.

15.3 Rejection of Changes

If you do not agree to the modified Terms, you must discontinue your use of the Service.

16. GENERAL PROVISIONS

16.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and StudiBuddi regarding the Service and supersede all prior or contemporaneous communications, understandings, and agreements, whether oral or written.

16.2 Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

16.3 No Waiver

Our failure to enforce any right or provision of these Terms will not constitute a waiver of such right or provision. A waiver of any breach shall not constitute a waiver of any subsequent breach.

16.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms without restriction.

16.5 Force Majeure

We shall not be liable for any failure or delay in performance under these Terms due to circumstances beyond our reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents,¹¹ strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

17. COMPLIANCE WITH SOUTH AFRICAN LAW

17.1 Consumer Protection Act Compliance

These Terms are drafted to comply with the Consumer Protection Act 68 of 2008, including provisions for:

- Plain language requirements.
- Cooling-off periods for distance transactions.
- Prohibition of unfair, unreasonable, or unjust contract terms.

17.2 POPIA Compliance

Our data processing practices, including the collection, use, storage, and sharing of personal information, comply fully with the Protection of Personal Information Act 4 of 2013 (POPIA). Crux-node knowledge tracing, when pseudonymized and used for academic research purposes, qualifies as "academic research" under POPIA Section 27, with appropriate safeguards in place.

17.3 Electronic Communications and Transactions Act

Electronic signatures and communications conducted through our Service are governed by the Electronic Communications and Transactions Act 25 of 2002.

18. AI-SPECIFIC TERMS

18.1 Knowledge Tracing

You consent to the continuous assessment and tracing of your crux-node proficiency (your understanding and connections within the knowledge graph) for the purpose of personalizing your learning experience, adapting content, and improving the effectiveness of the Service.

18.2 Voice/Data Processing

Voice interactions with AI tutors may be recorded and stored for a period of up to 90 days to facilitate continuous improvement of our AI models, enhance accuracy, and ensure quality control. This data will be handled in accordance with our Privacy Policy and relevant POPIA safeguards.

18.3 Content Generation

AI-generated lessons, summaries, explanations, and other content within the Service are derivative works based on licensed educational materials (e.g., Siyavula/CAPS-aligned content). Commercial redistribution or reproduction of such AI-generated content outside the scope of your personal educational use on the platform is strictly prohibited.

19. PARENTAL UNDERTAKING (FOR MINOR ACCOUNTS)

By providing consent for a minor to use the StudiBuddi Service, the parent or legal guardian acknowledges and agrees to the following:

- You acknowledge the AI's probabilistic nature and understand that AI outputs are not definitive and may require human verification.
- You assume full responsibility for all subscription fees and other charges incurred by the minor's account.
- You are responsible for monitoring the minor's use of the Service and ensuring their compliance with these Terms.
- You may request the deletion of the minor's data by contacting us at tyrone@studdibuddi.ai.

20. CONTACT INFORMATION

For any questions about these Terms of Service or our Service, please contact us at:

StudiBuddi

Email: tyrone@studdibuddi.ai

Address:

102 Curzon Rd

Bryanston, 2191

Johannesburg

South Africa

Phone: +27682304410

By using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

This document was last updated on 10 June 2025. We recommend printing or saving a copy of these Terms for your records.

