

TERMS OF USE

1. Acceptance of Terms

- 1.1. ROTUT owns and supplies software and services that assist in scheduling, invoicing, reserving, and/or managing tutoring related appointments and schedules online through the www.rotut.co.za website (collectively, the “Service”, the “Services”, or the “Website”). ROTUT and its related Services may be referred to as “us” or “we”. Any organization or individual using and/or subscribing to the Website for the purposes of utilising or managing the online Services provided on behalf of themselves or an organization, shall be referred to as a “Subscriber”. Any end user using the Website or any other part of the Website in order reserve time slots to receive/provide services either for themselves, on behalf of an organisation or a minor shall be referred to as an “Authorised End User”. ROTUT’s Subscribers and Authorised Users may be collectively referred to as “user”, “users”, “you”, “your” or “yours”.
- 1.2. Accessing and using the Services or any portion of the Website signifies your acceptance and agreement to the Terms of Use. If you do not agree to these Terms of Use of this Website, which is set out on this website page (www.rotut.co.za/termsandconditions), do not use the Services.
- 1.3. ROTUT reserves the right, at our discretion, to modify, remove, update and change the Terms of Use at any time. ROTUT will make reasonable efforts to inform the Subscribers and Authorised End Users of any changes to this policy. These Terms of Use are in addition to any other terms and conditions applicable to the Website through the Subscription and Service Agreement and Privacy Policy (www.rotut.co.za/privacypolicy). By continuing use of our Services, you show that you comply with our modified Terms of Use as it currently stands at the time of viewing. For any updates, please visit this page frequently.
- 1.4. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Use. Continued use of the Service after any such changes shall constitute your consent to such changes.

2. Account Terms

- 2.1. You must provide your legal name, a valid email address, and any other information requested in order to complete the signup process.
- 2.2. Your login credentials may only be used by one person – a single set of login credentials shared by multiple users is not allowed unless expressly permitted in writing by ROTUT.
- 2.3. Subject to Section 2(a), you may create login credentials for as many administrators, tutors, affiliates, clients and students as necessary (Subscriber only).
- 2.4. You are responsible for maintaining the security of your account and password. ROTUT **cannot** and **will not** be liable for any loss or damage from your failure to protect your login information.
- 2.5. You may not use the Service for any illegal or unauthorised purpose. You must not, in the use of the Service, violate any laws in your jurisdiction or in South Africa (including but not limited to copyright, privacy and trademark laws).
- 2.6. Materials provided by ROTUT (“**ROTUT Content**”) or by other users of the Services (“**User Content**”) to the Website, including but not limited to software, text, data, graphics, videos, images, photos, audio-visual, audio, and/or content of any nature is owned by the party providing such content. ROTUT Content and User Content may collectively be referred to as “Content”. You are responsible for all User Content posted and activity that occurs under your account including, in terms of the Subscriber Accounts, User Content posted by other people who have been granted access to the Website under your account.

3. Provision of Services and Registration

- 3.1. ROTUT grants the Subscriber a non-exclusive, non-transferable, non-sub-licensable right during the term of each respective Subscription and Service Agreement to use the Services subject to the Subscribers and the Subscribers respective Authorised End Users compliance with these Terms of Use and any further Terms and Conditions as per the Subscription and Service Agreement which have been incorporated herein.
- 3.2. Nothing in this Agreement or its performance will grant any party (ROTUT, the Subscriber or Authorised End User) any right, interest, or license to use the other's name, logos, trade dress, designs, or any other trademarks, unless express permission is given in writing by the respective party. Other trademarks used in this Agreement or in the Services are trademarks of their respective owners.
- 3.3. You represent that any information you provide during the registration or at any time thereafter is true, accurate and complete and that you will update such information as necessary to maintain its truth, accuracy and completeness. **Failure to do so shall constitute a breach of these Terms of Use.**
- 3.4. You shall be responsible for maintaining the confidentiality of your password and you will be solely liable for all actions taken via your account and under your password, whether it was made with or without your knowledge or authority. Furthermore, you are responsible for changing your password if you believe that it has been stolen or might otherwise be misused. You agree to notify ROTUT immediately of any unauthorised use of your username and/or password and any other suspected breach of security regarding the Services. See Section 4 'User Responsibilities' for more.
- 3.5. We shall not be liable for any loss or damage arising from the unauthorised use of your username and/or password.
- 3.6. If you are registering on behalf of a Subscriber, you agree that you have the requisite authority to register on behalf of that Subscriber.
- 3.7. If you are registering as a direction of a Subscriber, you agree that you have the requisite authority to register your account.
- 3.8. If ROTUT finds reasonable grounds to suspect that your information is inaccurate, we may suspend or terminate your account and prohibit you from any use of the Services.
- 3.9. Subscriber agrees that it will use the Services **only** for the purposes agreed upon in the Subscription and Service Agreement and that its Authorised End Users will adhere to the terms of this Terms of Use and the respective Subscription and Service Agreement. Failure to do so shall constitute a breach of these terms. Furthermore, Subscriber acknowledges that it is a valid business desiring to use the Services to advertise Subscribers business, and to execute administrative functions that the systems provides (**Subscribers Only**).

4. User responsibilities

- 4.1. You are responsible for any and all activities that occur under your profile. You will:
 - a. notify ROTUT immediately of any unauthorised use of any password or account or any other known or suspected breach of security;
 - b. report to ROTUT immediately and use reasonable efforts to immediately stop any copying or distribution of Content that is known or suspected by you;
 - c. assure that use of the Service shall at all times comply with all applicable local, provincial, federal, and international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; and
 - d. not impersonate another ROTUT user or provide false identity information to gain access to or use the Service.
- 4.2. ROTUT reserves the right to take any action it deems appropriate with respect to content posted on your profile. Such action is taken at the sole discretion of ROTUT and may include, but not be limited to, termination of your rights of use.

- 4.3. You are responsible for ensuring that you can fulfil all sessions made through the Services and for communicating changes directly to the respective users. ROTUT will not be liable for material user errors when booking, confirming or cancelling sessions.
- 4.4. You are responsible for managing availability for the online scheduling of sessions including bookable days and times for services, and other events which would adversely affect your experience with the Services.
- 4.5. You are responsible for reviewing your online sessions often and regularly. If you cannot honour any appointment made through the Services, you agree to promptly communicate such change to the relevant users. ROTUT will not be liable for misuse of the system by users.
- 4.6. You are responsible to check every invoice and payment order to make sure they are correct before receiving or dispensing funds. ROTUT will not be liable for any invalid data as a result of user error.

5. Use of the services

- 5.1. ROTUT allows access to its session scheduling and resource management software to certain users as a hosted application (the "Service"). We create a customized online scheduling application (the "**Scheduler**"), help train you in its use and administration, and host it at a third-party data centre for access by Authorised End Users that have been authorised by the Subscriber. Permission to use the Services and associated Content does not include permission to copy the design elements, look and feel, or layout or coding process of any pages of the Services. Those elements of the Services are protected by South African and international laws and may not be copied or imitated in whole or in part. No logo, graphic, or image from the Services may be copied or retransmitted unless expressly permitted by ROTUT. You may not use the Services in any manner that is illegal or harmful to the Services. Among other restrictions, you agree that you shall not, nor shall you allow any third party to:
 - a. license, sublicense, sell, rent or lease the Services;
 - b. use the services through unauthorised interfaces or protocols;
 - c. translate, reverse-engineer, decompile, disassemble, modify, or make derivative works from any element of the Services or Services software (except as applicable law expressly permits), or use the Services or any of ROTUT's confidential information to compete with the Services;
 - d. modify, adapt or hack the Services to falsely imply any sponsorship or association of ROTUT, or otherwise attempt to gain unauthorised access to the Services or its related systems or networks;
 - e. use automated scripts to collect information from or otherwise interact with the Sites or the Services;
 - f. deep-link to the Sites for any purpose (other than ROTUT's login page), unless expressly Authorised in writing by ROTUT;
 - g. remove, obscure or alter any notices or indications of rights in or to the ROTUT Intellectual Property;
 - h. interfere with, or attempt to interfere with, the Services;
 - i. compromise the system integrity, performance or security of the Service, or decipher any transmissions to or from any ROTUT servers;
 - j. take any action that imposes an unreasonable or large load on our infrastructure;
 - k. upload or introduce invalid data, viruses, worms, harmful code, Trojan horses and/or other harmful software to the Services;
 - l. use automated means, including spiders, robots, scrapers, crawlers, data mining tools, or the like to download data from the Services, unless expressly permitted by ROTUT;
 - m. attempt to use any method to gain unauthorised access to any paid features of the Service;
 - n. circumvent or disable any security or other technological features or measures of the Services;

- o. engage in any libellous, defamatory, scandalous, threatening, or harassing activity;
- p. post or disclose any personally identifying information or private information about children under the age of 18 without their parents'/guardians' consent;
- q. post any content that advocates, promotes or otherwise encourages violence against any governments, organisations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;
- r. engage in unlawful activity of any kind, advertise any illegal service or offer to sell items that are restricted or prohibited by applicable law;
- s. transmit information that infringes the rights of others or is abusive, pornographic, violent, racist, discriminatory, offensive, vulgar, obscene, defamatory, invasive of personal privacy, harassing, threatening, or otherwise objectionable;
- t. provide material that is false, deceptive or misleading;
- u. use the Services in a way that disables the Services or prevents or inhibits anyone from using the Services;
- v. impersonate any person or entity in order to use, or through use of, the Services; or
- w. delete or in any manner alter the copyright, trademark and other proprietary notices of ROTUT.

6. User Submissions

6.1. Uploaded User Content is the users sole responsibility. When submitting User Content, you warrant and represent that:

- a. you have acquired all necessary rights from the owner or that you own all rights in your Content to enable you to grant to ROTUT the rights to such User Content;
- b. you will pay and have paid in full all financial obligations and other fees (if any) in connection to posting of your User Content;
- c. you are either the individual heard, depicted, or pictured in your User Content and grant us permission or that you have obtained permission from each person who appears and/or is heard in your User Content, as may be required to enable you to grant to us the rights to such User Content; and
- d. your User Content do not infringe on the publicity, privacy, intellectual property, or any other legal or moral rights, and are not defamatory in nature to, any third party.
- e. You retain ownership of all intellectual property and proprietary rights to any User Content that you post on the Website. However, by providing, sending or otherwise making your User Content available on or through the Website, you grant us a worldwide, royalty-free, freely transferable, non-exclusive right and license to distribute, reproduce, use, publicly display, and create derivative works of your User Content in any form, media, or technology now known or later developed, in connection with ROTUT's business and performance of the Services and to grant these rights to others.
- f. You shall hold harmless and indemnify ROTUT for any claims in connection to use of your User Content. ROTUT guarantees no confidentiality of any User Content and assumes no User Content to be confidential. You may, by using the Website, encounter User Content from various sources. ROTUT accepts no responsibility for the intellectual property rights, safety, usefulness, or accuracy of or related to any User Content, which could be objectionable, indecent, infringing, or inaccurate.

7. Online Advertising

7.1. From time to time, at its sole discretion, ROTUT may make specific offers to you to participate in the ROTUT Advertising Network. The terms and conditions of these offers

will be available to you at the time of the offer and acceptance of the offers will be at your discretion. For more information, please contact sales@rotut.co.za.

8. Jurisdiction

- 8.1.** This agreement shall for all purposes be governed, interpreted, construed and enforced in accordance with the law of South Africa. You hereby agree that the courts located in South Africa shall constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with the use of the Service and you hereby consent to the jurisdiction of such courts and irrevocably waive any objections thereto.
- 8.2.** In any action to enforce the provisions of these Terms and Conditions, the prevailing party shall be entitled to costs and attorney's fees. Regardless of where you access the Service, you comply with all applicable laws of South Africa, including those regarding the export of data and software.
- 8.3.** You are responsible for complying with all other laws, rules and regulations that may be applicable to the use of your service.

9. Indemnity

- 9.1.** You agree to indemnify and hold ROTUT, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Website in violation of this Terms of Use or your violation of any law or rights of a third party.

10. Termination

- 10.1.** You alone are responsible for proper termination of your account. You may cancel your account on the Website or by emailing support@rotut.co.za. Termination of Subscription for Subscribers is subject to the terms and conditions of the relevant Subscription and Service Agreement.
- 10.2.** ROTUT may terminate your account immediately without notice for any of the following reasons:
 - a.** Failure to pay a ROTUT invoice or late payment (payment delayed by 15 days or more). (Subscriber Only)
 - b.** Illegal activity involving or in any way relating to use or misuse of ROTUT.
 - c.** Any attempt by users to extract data from the ROTUT system which you do not rightly have access to or damage ROTUT such that such access is made easier for others.
 - d.** Any damage (intentionally or otherwise) to the service ROTUT offers by users.
 - e.** Any activity by users which results in a significant increase in the costs to ROTUT of providing the ROTUT service.
 - f.** Any activity by users which defames ROTUT or damages its reputation.
- 10.3.** Such termination of the Service will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of all Content associated with your Account.
- 10.4.** Violation of any of the terms of this agreement, breach of any payment obligations, or unauthorised use of the Service will result in suspension or termination of your account or use of the Service. ROTUT may also terminate your account if it has been inactive for a period of six (6) consecutive months. The account will be considered "inactive" if you or any users of your account do not use the Service. You agree that ROTUT has no obligation to retain data entered by you into the Service and may delete such data if you have violated any of the terms below or fail to pay outstanding fees.

11. Communications

- 11.1. You agree that the Subscribers can contact you via e-mail or other means to confirm details of the reservation, notify you of reservation cancellations, reschedule your reservation, or communicate other information relevant to the business relationship. As a courtesy to you, the Website may send e-mail communication relevant to your reservation (new reservation notices, reservation reminders, cancellation notices, etc.).
- 11.2. You agree that these e-mail communications do not constitute unsolicited e-mail (sometimes referred to as 'SPAM').
- 11.3. You agree that you may not receive these messages in a timely manner (if at all) due to server error, ISP error, Internet traffic, e-mail filters, or any other circumstances. Failure to receive or read a courtesy reservation message will in no way absolve you from fulfilling your reservation responsibilities to the Subscriber and its relevant User (attending the reservation or cancelling the reservation according to the Subscribers cancellation policy). Subscribers with whom you schedule reservations through the Website may send you business-related e-mail messages that are not directly related to reservations. You acknowledge that ROTUT is not responsible for the content or transmission of any e-mails or other messages sent by Subscribers who make reservations available through the Website, including any failure by such third parties to include an unsubscribe link in their e-mails.

12. Privacy policy

- 12.1. You can view our Privacy Policy at www.rotut.co.za/privacypolicy

13. Copyright and Content Ownership

- 13.1. ROTUT owns the intellectual property rights to any and all protectable components of the Service, including but not limited to the name of the Service, artwork and end-user interface elements contained within the Service, code, many of the individual features, and the related documentation. You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile, or disassemble any aspect of the Service which ROTUT owns.
- 13.2. ROTUT claims no intellectual property rights over the User Content uploaded or provided to the Service. However, by using the Service to send User Content, you agree that others may view and share your Content.

14. Warranty disclaimer

- 14.1. The Website is "**as available**," "**with all faults**," and "**as is**." by using the website, you agree that such use shall be at your own risk. ROTUT does not and shall not be considered to guarantee that the website will function with your software or devices, that ROTUT will have sufficient load capability for all users, or that accessibility to the Website will be possible for you in all places or at all times. ROTUT does not warrant that any errors in the Service will be corrected to the greatest legally permissible extent, the officers, employees, directors, and agents of ROTUT disclaim all express or implied warranties, include implied warranties of quality, suitability, merchantability, fitness for particular purposes, accuracy and non-infringement. ROTUT makes no representations or warranties about any third party websites or content linked to ROTUT. ROTUT shall not warrant, guarantee, endorse, or accept responsibility for any services or products provided, offered or advertised by third parties via the ROTUT website or any linked site or depicted or described in any advertising, and ROTUT refuses to be responsible for or in any way be party to verifying transactions between any third party and you.

15. Limitation of Liability

- 15.1.** Under no circumstances shall the officers, employees, agents, or directors of ROTUT be liable whatsoever for any consequential, punitive, special, incidental, or indirect damages resulting or arising from any:
- a. Unauthorised use of or access to ROTUT servers or any personal information saved therein;
 - b. Inaccuracies, mistakes, or errors in website content;
 - c. Damage to property or injury to any person, of any kind, arising out of or resulting from use of the website;
 - d. Any cessation or interruption of transmittal to or from the website, interoperability, or any other problems, illegal, offensive, or defamatory conduct or user submissions of any third party;
 - e. Any kind or type of Trojan horses, viruses, bugs or similar transmitted through or to the website by any third party;
 - f. Any omissions or errors in content, your inability or ability to use, any part of the website or for any damage or loss of any kind incurred in connection to use of the website, whether based in contract, tort, warranty or in any other legal approach, and regardless of if the company is apprised of the likelihood of such damages. The limitation of liability as set forth herein shall apply to the fullest extent permitted by law in the applicable jurisdiction.

16. General Conditions

- 16.1.** Your service is at your sole risk. Service is provided on an “as available”, “with all faults” and “as is” basis.
- 16.2.** ROTUT generally intends for the Website to be available 24/7. It may, however, not be available during maintenance, changes and outages and may not be available for other reasons. ROTUT also reserves the right to assign any rights, licenses, or obligations arising out of or relating to these Terms of Use without restriction.
- 16.3.** If any provision of the Terms of Use is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- 16.4.** The failure of ROTUT to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. The Terms of Use constitutes the entire agreement between you and ROTUT and govern your use of the Service, superseding any prior agreements between you and ROTUT (including, but not limited to, any prior versions of the Terms of Use).
- 16.5.** Questions regarding the Terms of Use should be sent to legal@rotut.co.za.
- 16.6.** Customer support can be reached at support@rotut.co.za.
- 16.7.** Any dispute over these Terms of Use and any disagreement between ROTUT and its Subscribers will be judged under the laws of the South Africa.
- 16.8.** ROTUT reserves the right to refuse service to any new Subscriber for any reason.
- 16.9.** ROTUT reserves the right to modify the service at any time without notice. Unless otherwise agreed all Subscribers will be provided with the same service as defined by their pricing tier.

17. Problems or questions

- 17.1.** ROTUT welcomes your comments and questions regarding its Privacy Policy. If we become aware of any ongoing concerns or problems with our websites, we will take these issues seriously and work to address these concerns. If you have any further queries relating to our Privacy Policy, or you have a problem or complaint, please contact us at the following: legal@rotut.co.za.



Effective date: The earlier of January 16, 2019, or user acceptance.