



MEMBER TERMS AND CONDITIONS as entered into between Members (teachers) and ThinkTeacher

ThinkTeacher (Pty) Ltd is a private company duly incorporated in terms of the Companies Act 71 of 2008. ThinkTeachers' online portal is a platform dedicated to inspiring teachers of South Africa, providing access to benefit options, educational opportunities and nurturing networks. ThinkTeachers vision is to empower teachers to thrive in their role as innovative and sustainable change agents in and for South Africa.

The purpose of these Member Terms and Conditions is to set out the terms of the agreement between ThinkTeacher and you as Member in which ThinkTeacher undertakes to provide ThinkTeacher Services and exclusive member benefits in consideration for payment of an annual membership fee. Your membership with ThinkTeacher is predicated on these terms and conditions, and you as a member have the responsibility to read and familiarise yourself with the terms of same. ThinkTeacher reserves the right, from time to time, to make additions, subtractions or amendments to these terms and conditions.

ThinkTeacher and the Member therefore agree as follows:

1. Interpretation

In this Agreement:

- 1.1 The following words and expressions shall have the following meanings unless they are inconsistent with the context:

<u>Expression</u>	<u>Meaning</u>
"benefit partners"	means goods and services providers who have contracted with ThinkTeacher for purposes of providing members with preferential and advantageous offers, rates, or pricing for a range of different goods or services

“data subject”	means the person to whom personal information relates
“member”	means the person who has the benefit of the services provided by ThinkTeacher, in accordance with these member terms and conditions
“Membership Fee”	means the fees for the Services payable to ThinkTeacher in accordance with Clause 2 (as applicable).
“PAIA”	means the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
“retired teachers”	means members / prospective members who have previously held employment within the teaching sector AND previously been registered with SACE
“SACE”	means The South African Council for Educators
“services”	means the services / benefits provided by ThinkTeacher to its members, in accordance with Clause 4
“ThinkTeacher”	means ThinkTeacher (Pty) Ltd, a private company duly incorporated in terms of the Companies Act 71 of 2008
“trainee teachers”	means members / prospective members who have qualified as teachers at a tertiary level, are currently undergoing a formal period of training within the teaching sector AND are registered / eligible to be registered with SACE

- 1.2 Except where the context requires otherwise words denoting the singular include the plural and vice versa, and words denoting any one gender include all genders.
- 1.3 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to it as from time to time amended, extended or re-enacted.
- 1.4 The expressions 'includes' and 'including' shall be construed as meaning 'includes, without limitation,' and 'including, without limitation'

2. Membership Fee

- 2.1 The current annual Membership Fee for the standard membership is R360 per annum, as determined by ThinkTeacher from time to time. The fee is charged in full at the time of registration of the individual membership.
- 2.2 The current annual Membership Fee for retired teachers and trainee teachers (per Clause 7.4) is R120 per annum, as determined by ThinkTeacher from time to time. The fee is charged in full at the time of registration of the individual membership.
- 2.3 ThinkTeacher does not at this stage foresee any increases relating to the Membership Fees, but ThinkTeacher reserves its right to review and announce a reasonable annual increase and will advise Members timeously thereof, if applicable. This fee increase (if applicable) will not be applied retrospectively and will only apply to new memberships and/or membership renewals after the date that the increase is implemented.

3. Payment terms:

- 3.1 Membership Fees are paid to ThinkTeacher on an annual basis in accordance with the payment method prescribed by ThinkTeacher which is a card transaction (cheque card /credit payments) facilitated via our payment processor / gateway Yoco on the ThinkTeacher Website, alternatively the payment gateway as decided and used by ThinkTeacher. A direct EFT payment can be arranged only on special request, and enquiries in this regard should be directed to: zani@thinkteacher.co.za
- 3.2 The payment will be actioned and due upon completing the registration process on the ThinkTeacher Website and accepting these Member Terms and Conditions authorising payment.
- 3.3 The Member understands and authorises that ThinkTeacher may, on agreement with its members, implement debit order facilities, to automatically collect the Membership Fee from their nominated bank account. The payment will be processed through a computerised system provided by their South African bank and the details of the payment will be printed on their bank statement. In addition, they will receive an automated acknowledgement of payment from ThinkTeacher via email.

- 3.4 The Member acknowledges that the payment method is facilitated by third parties, namely Yoco (full details and terms for use at <https://www.yoco.com/za/terms/>) alternatively the payment gateway as decided and used by ThinkTeacher and the South African banks, all of which use strict encryption and security systems and are authorised to provide such financial services to the public. The Member authorises Yoco and their bank to act in accordance with their payment instruction herein.
- 3.5 The Member understands that, as the payment method is outsourced to third parties, ThinkTeacher is not in control of the payment method and cannot be held liable for any claim as a result of losses or harm suffered by the actions of third parties or fraudsters. The Member will have recourse directly against such third parties.
- 3.6 The Member is responsible for ensuring that there are sufficient funds in their nominated credit or debit card account for processing payments of the prescribed membership fee.
- 3.7 If on agreement with its members, ThinkTeacher implements debit order facilities and the initial payment is unsuccessful, ThinkTeacher may instruct Yoco, alternatively the payment gateway as decided and used by ThinkTeacher or any such South African Bank to continue to attempt to collect the outstanding membership fee from the members bank account. Any bank charges that arise as a result of an unsuccessful transaction(s) will be for the account of the Member.
- 3.8 If payment is not received from the Member as above, their registration on the ThinkTeacher portal will be automatically cancelled and they will not be given access to any of the ThinkTeacher services and/or benefits.
- 3.9 In the event that a members' membership arises from a subscription to ThinkTeacher by the school / institution where they are employed, then the both the Member and their respective school / institution acknowledge the following:
- 3.9.1 In the event that the Member's employment / engagement with said school / institution is terminated:
- 3.9.1.1 The Member will retain their membership with ThinkTeacher for the remainder of the membership term as paid for by the school / institution. Individual Members will be at liberty to join thereafter subject to the terms and conditions that apply to individual memberships.
- 3.9.1.2 No reimbursement, to either the school / institution / or member, *pro rata* or otherwise, will follow as a result
- 3.9.1.3 The school / institution will inform ThinkTeacher in writing within 30 (thirty) days that the member no longer derives a benefit from the school / institutions' subscription with ThinkTeacher

3.9.2 In the event that the school / institution terminates their group membership subscription with ThinkTeacher, and no longer assumes the payment obligation on behalf of the Member:

3.9.2.1 The Member will retain their membership with ThinkTeacher for the remainder of the membership term as paid for by the school / institution. Individual Members will be at liberty to join thereafter subject to the terms and conditions that apply to individual memberships.

3.9.2.2 No reimbursement, to either the school / institution / or member, *pro rata* or otherwise, will follow as a result.

3.9.2.3 In the event that the Member wishes to join as an individual member at the end of this paid up term, they will be required to assume responsibility for the payment of their own membership fee forthwith.

4. ThinkTeacher Services

4.1 In consideration of the monthly Membership Fee, ThinkTeacher undertakes to provide the following Membership Services and/or benefits to Members on a monthly basis:

- Ongoing access to webinars uploaded to the ThinkTeacher website, covering a multitude of topics ThinkTeacher deems relevant to the teaching profession. Members will have access to new webinars which will be posted on a regular basis, as well an archive of historic webinars
- Blog posts on topics ThinkTeacher deems relevant to the teaching profession
- A monthly newsletter detailing current Benefit Partner specials on offer and upcoming talks and events
- An opportunity to be a part of a community of like-minded, passionate teachers sharing advice, support and experiences within the teaching community
- Exclusive access to discounts / special offers / exclusive deals from a selection of ThinkTeacher partners, who contract with ThinkTeacher members on the basis of their membership

4.2 Your attention is specifically drawn to the provisions of clause 9 that deals with the ambit and limitations of ThinkTeachers' liability. The roll of ThinkTeacher is to source and negotiate preferential and advantageous offers, rates, and pricing for a range of different goods or services with the specific view of collective bargaining on the part of member teachers with selected service providers ("Benefit Partners").

- 4.3 While ThinkTeacher endeavours to ensure that the selected benefit partners are reputable, reliable and trustworthy, ThinkTeacher cannot take responsibility for benefit partners' performance in relation to the provision of these goods and services.

5 Term of membership

This membership is an annual membership that will commence on the date of the first successful Membership Fee payment and is a yearly membership that will run from that date onwards. The membership contract will continue for a period of one year, and will automatically renew on an annual basis unless otherwise stated or cancelled by either party by giving 30 (thirty) calendar days written notice. Any notice requesting cancellation of membership and payments should be sent via email to zani@thinkteacher.co.za

6 Trade mark and intellectual property

- 6.1 ThinkTeacher is the owner of the "ThinkTeacher" trade mark and related domain name registrations. ThinkTeacher markets its trade marks extensively to build goodwill and a valuable professional and trustworthy reputation of which its Members can benefit.
- 6.2 Members are not allowed to use the Intellectual Property, in particular trade marks, to represent a partnership or employment with ThinkTeacher.
- 6.3 The Member represents to ThinkTeacher and unconditionally guarantees that the Member is the owner or has permission from the rightful owner to use, publish and share any and all content the Member publishes on the ThinkTeacher Website and social media platforms. The Member will abide by the Copyright Act and related laws relating to publications.
- 6.4 Any obvious, gross or intentional violations of intellectual property rights by a Member will result in a breach of this contract and termination of the Membership Services.

7 Member responsibilities

- 7.1 The Member undertakes to notify ThinkTeacher in writing via email within seven (7) days of any material changes to personal or contact information provided in the course of the registration process. In particular, if their email address changes, they should let us know promptly so as to not miss out on aspects of their Membership Services and to enable us to send them monthly newsletters and details of member benefits and offers.

- 7.2 The Member acknowledges and understands that their continued registration with SACE and employment within the teaching sector is a material requirement for their initial and ongoing membership with ThinkTeacher and the benefits afforded under and associated with such membership and rewards partners.
- 7.3 The Member undertakes to notify ThinkTeacher in writing via email within seven (7) days of any material changes to their registration status / standing with the SACE and/or in the event that they no longer occupy employment as an Educator within any of the following:
- A public school (As an educator employed in terms of the Employment of Educators Act of 1998 and the South African Schools Act of 1996)
 - A recognised Independent school
 - A Further Education and Training Institution (As an educator employed in terms of the FET Act of 1998)
 - An adult learning centre (ABET)
 - Waldorf and Montessori Centre
- 7.4
- 7.4.1 ThinkTeacher membership is also open to:
- (a) retired teachers, whose SACE membership has come to an end, and;
 - (b) trainee teachers who will fulfil the requirements for SACE membership.
- 7.4.2 Membership for these subcategories is arranged separately and is subject to the discretion of ThinkTeacher. If you fall into one of these categories, you must direct enquiries to zani@thinkteacher.co.za
- 7.4.3 In this regard your attention is specifically drawn to Clause 8.1 in respect of which ThinkTeacher reserves the right, to at their sole discretion, limit, deny or create different level of access to specific additional services and/or benefits which may developed and be offered to different member categories
- 7.5 The Member acknowledges that ThinkTeacher merely provides the digital facilities, opportunities and support to enjoy the Membership Services available on their online platform, and the Member takes full responsibility for the payment of their Membership fees and protection of their login credentials (including but not limited to their password and username). The Member takes full responsibility for their activities on the ThinkTeacher Website and platforms.
- 7.6 The Member warrants that all payment information entered by them as Member is complete, reliable, true and correct/accurate in every respect and not misleading in any way. They furthermore acknowledge that this information will be relied upon by ThinkTeacher.

- 7.7 The Member acknowledges that their ThinkTeacher membership number is a specific and personal identifier and they will not permit or authorize the use of this membership number by any third party.

8 ThinkTeacher rights under the membership agreement

- 8.1 ThinkTeacher may in its sole discretion limit, deny or create different level of access to specific additional services and/or benefits which may developed and be offered to different member categories / subcategories represented on the ThinkTeacher Website.
- 8.2 ThinkTeacher may launch, change, upgrade, impose conditions to, suspend, or stop any services and/or benefits with prior written notice to a fee-based service, as long as such changes will not substantially adversely affect the Members in enjoying the benefits of the Membership Services. Such changes could include the addition or removal of benefit partners at the sole discretion of ThinkTeacher.
- 8.3 A teacher who qualifies as a Member, and accepts the terms of this contract will be approved to become a Member of the ThinkTeacher platform. However, ThinkTeacher reserves the right, without prior notice, to immediately restrict access, use or benefits of certain or all Membership Services and/or cancel the Membership entirely if the Member is in breach of the Member Terms and Conditions, or publicly do anything on the ThinkTeacher Website or various social media platforms which embarrasses ThinkTeacher, other Members or benefit partners.
- 8.4 ThinkTeacher further reserves the right, without prior notice, to immediately restrict access, use or benefits of certain or all Membership Services and/or cancel the Membership entirely if they become aware that the Member has at time permitted a third party to make use of their ThinkTeacher member number, which is a specific and personal identifier. No reimbursement, *pro rata* or otherwise, will follow from this type of breach and cancellation.

9 Limitations of Liability

- 9.1 Membership with ThinkTeacher does not constitute a supply of goods and services or a transaction within the meaning of the Consumer Protection Act, Act 68 of 2008, but merely secures access by virtue of eligibility, to certain pre-negotiated preferential rates and specials from benefit partners which the member is at liberty to accept or reject with no further involvement by ThinkTeacher.
- 9.2 The Member releases and indemnifies ThinkTeacher (directors, employees, service providers and contract workers) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with any transaction between the Member and a benefit partner.

- 9.3 Whilst ThinkTeacher will use its best efforts to ensure that all information is displayed correctly, the Member shall have no claim of any nature against ThinkTeacher for any loss or damages, including, but without being limited, to consequential damages which the Member may suffer as a result of, without limiting the generality of the foregoing, any error in or omission from its Membership Services on the ThinkTeacher Website or social media platforms in any way or any downtime of any computer system on which the ThinkTeacher Website relies, or to which the ThinkTeacher Website is connected, for any reason whatsoever, including, but expressly without being limited to any act of Force Majeure, war, international or government sanctions, computer viruses, loadshedding and the like.
- 9.4 Members are solely responsible for all of the terms and conditions of the transactions conducted and/or agreements concluded between themselves and any benefit partners, through or as a result of the use of the ThinkTeacher website or Membership Services, including, without limitation, terms regarding payment, returns, warranties, public liability cover, and taxes. The ThinkTeacher Website only facilitates marketing, networking and socialising between members and the benefit partners.

10 Protection of Personal Information

- 10.1 Each party must comply with their obligations under the Protection of Personal Information Act, 2013 (POPIA) to personal information in respect of which they are the responsible party.
- 10.2 Each party must secure the integrity and confidentiality of any personal information of each other or third parties which they process by taking appropriate, reasonable technical and organisational measures to prevent its loss, damage, unauthorised destruction and unlawful access or processing.
- 10.3 To do so, the parties must take reasonable measures to: identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 10.4 For your membership term, you as Member opt in and agrees to the use of your personal data you provide yourself for the purposes of completing the online registration process on the ThinkTeacher Website, to allow Yoco and your nominated bank to process your authorised payment order, receive communication from ThinkTeacher Management and enable ThinkTeacher to provide Membership Services as stipulated in paragraph 3. You further agree to the use of your personal data in order for ThinkTeacher or its nominated third party providers to conduct the necessary checks to verify your registration with SACE, as well as use for other legitimate purposes.

- 10.5 By submitting any Personal Information to ThinkTeacher in any form the Member acknowledges that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such Personal Information in the manner/s described above.
- 10.6 The manner in which this information is processed and the purpose for which it is processed is determined by ThinkTeacher. Accordingly, ThinkTeacher is a responsible party for the purposes of POPI and will ensure that the personal information of each Member "data subject" (as defined in POPI), amongst other things as prescribed by POPI:
- 10.6.1 is processed lawfully, fairly and transparently. This includes the provision of appropriate information to data subjects when their data is collected by ThinkTeacher, in the form of privacy or data collection notices. ThinkTeacher must also have a legal basis (for example, but not limited to, consent) to process personal information;
 - 10.6.2 is processed only for the purposes for which it was collected;
 - 10.6.3 will not be processed for a secondary purpose unless that processing is compatible with the original purpose;
 - 10.6.4 is adequate, relevant and not excessive for the purposes for which it was collected;
 - 10.6.5 is accurate and kept up to date;
 - 10.6.6 will not be kept for longer than necessary;
 - 10.6.7 is processed in accordance with the rights of data subjects, where applicable.
- 10.7 Members / "Data Subjects" have the right to:
- 10.7.1 be notified that their personal information is being collected by ThinkTeacher. The data subject also has the right to be notified in the event of a data breach;
 - 10.7.2 know whether ThinkTeacher holds personal information about them and to access that information. Any request for information must be handled in accordance with the provisions of PAIA, and requests can be directed to bridget@thinkteacher.co.za;
 - 10.7.3 request the correction or deletion of inaccurate, irrelevant, excessive, out of date, incomplete, misleading or unlawfully obtained personal information;

- 10.7.4 object to ThinkTeacher's use of their personal information and request the deletion of such personal information (deletion would be subject to ThinkTeachers' record keeping requirements). Any such objection or request should follow the process as prescribed in POPIA and be directed to bridget@thinkteacher.co.za;
- 10.7.5 object to the processing of personal information for purposes of direct marketing by means of unsolicited electronic communications; and
- 10.7.6 complain to the Information Regulator regarding an alleged infringement of any of the rights protected under POPI and to institute civil proceedings regarding the alleged non-compliance with the protection of his, her or its personal information.
- 10.8 ThinkTeacher has appointed an Information Officer in accordance with POPI. In addition to its obligations prescribed under POPI, the designated Information Officer is also responsible for assessing any requests to ThinkTeacher for access to information in terms of PAIA as well as to oversee any other obligations which ThinkTeacher may have under PAIA. The Information Officer may appoint Deputy Information Officers to assist it in the fulfilment of its obligations.

(Information provided in terms of section 51(1)(a) of PAIA):

Name:	ThinkTeacher (Pty) Ltd
Physical registered address:	28 Olienhout Street, Vermont, Hermanus, Western Cape 7201
Postal Address:	28 Olienhout Street, Vermont, Hermanus, Western Cape 7201
Information officer:	Bridget Fleming; bridget@thinkteacher.co.za