



TERMS AND CONDITIONS



These terms and conditions to “Euphoria Academia PTY(LTD)” govern all use of our products and services this also includes our website (www.euphoriaa.co.za) and any software applications provided by “Euphoria Academia PTY(LTD)”.

Carefully read with understanding these terms and conditions associated with any of our services, thus any assumptions outside the stipulated terms and conditions will be deemed null and void.

SECTION 1 – GENERAL TERMS

- “Euphoria Academia PTY(LTD)” provides Premium tutoring services for all grades, curriculums, subjects, and ages globally.
- The use of the terms “you”, “one”, “individual” and “user” refers to Student(s), Parent(s), Tutor(s) or any persons or entity who views, uses, consumes, browses, submits any content on our website or via email and any other service or product by “Euphoria Academia PTY(LTD)”.
- The use of the term ‘company, we, us’ refers to “Euphoria Academia PTY(LTD)”.
- If anything, or information or resources on our website or paper(s) associated with our services contradicts these Terms and conditions, the Terms and conditions continue to hold. Any form of lenience, express waiver, or failure to exercise promptly any right under the terms and conditions will not create a continuing waiver or any expectation of non-enforcement, and any lenience provided by the Company will not constitute a substitution of these terms and shall not affect the agreement.
- If it happens that the Terms and Conditions be found invalid by any Law or Regulation of any government, or by any court or arbitrator, the parties agree that such a provision will be amended to achieve the original company’s intended purpose and aims of that provision, and all other provisions of the Terms and Conditions will remain in complete effect.
- if any of the Terms and Conditions are not accepted by you then the company cannot afford the user any of its services

SECTION 2 -PRIVACY POLICY

- “Euphoria Academia PTY(LTD)”
- strives to protect and have a strict privacy policy for all Clients, students, staff, tutors, and all affiliated parties.



- All information Personal and non-Personal collected by the company is used to gain better intuition into how to provide quality services for all parties involved namely parents/guardians, students, and tutors.
- All forms of information will be collected at your consent and discretion, this includes ID, Proof of residence, academic records, contact details, banking details, biography, and any other details that are personal and can directly identify you.
- The company does not sell, trade, or rent any Client's, Student's, and Tutor's personal information to other parties.
- We may use or share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates, and advertisements. This information is things like age graphs that visit our site, the age range of students and tutors, their gender, and any other non-identifying information.
- We may use third-party service providers to help us operate our business (e.g., banks, website Hosting, debit order 3rd party, etc.) or handle activities on our behalf. The company may share your personal information with these verified third parties as part of the business operations. We treat our database with respect and never share its content.
- In the event of a business transaction such as a merger acquisition or sale of assets, your personal information may be amongst the transferred information. You acknowledge and agree that such transfers may occur and are permitted by this Privacy policy and that any acquirer of our assets may continue to process your personal information.
- If any amendments are made to our privacy policy, then we will post them on our site so that you can have the ability to opt-out or be aware of the new policy. Thus, it's the responsibility of the User of our services to visit our site periodically to be aware of such changes.
- Every client/Student/Tutor has the right at any time to request us to delete their personal information from our database and become unknown to us.

AMENDMENTS TO OVERALL TERMS AND CONDITIONS

- "Euphoria Academia PTY(LTD)" reserves all rights to amend/change/remove any parts of these Terms and conditions at any given time.
- We will notify you of significant changes to our Terms and Conditions by sending a notice to the primary email address specified in the registration form filled out by you. We will also place a distinctive notice on our website.
- If you have any queries regarding these Terms and Conditions, contact us at admin@euphoriaa.co.za



SECTION 3: RELATIONSHIP BETWEEN EUPHORIA ACADEMIA AND TUTORS

1. The Client acknowledges that “Euphoria Academia PTY(LTD)” does not employ Tutors, does not represent itself as a school nor does it provide the Lessons. Tutors are independent contractors and “Euphoria Academia PTY(LTD)” acts as an agent for Tutors to facilitate the relationship between the Tutor and the Client for the provision of Lessons to Students.
2. “Euphoria Academia PTY(LTD)” is commissioned by Tutors to represent and support them, which representation includes Client-related support, negotiation of Fees, management of logistics, facilitation of value-added services and collection, holding and releasing of Fees payable to the Tutor. according to an agreement between the Tutor and “Euphoria Academia PTY(LTD)”.

SECTION 4 -PARENTAL AND STUDENT’S RESPONSIBILITIES

CONSENT REQUIRED FOR MINORS

1. Any Student under the age of 18 (eighteen) years requires the consent or assistance of a Parent to legally enter into this Agreement.
2. “Euphoria Academia PTY(LTD)” accepts no responsibility for invalid consent being provided by a client. Any legal action taken against a minor because of their use of the Services, or the Lessons is independent from “Euphoria Academia PTY(LTD)” and “Euphoria Academia PTY(LTD)” will not be a party to any such legal action.

4.1) STUDENT RESPONSIBILITIES

▪ Attendance	Lessons are at least one hour a week and non-attendance WILL NOT be accounted for in the fee’s payment. It is the responsibility of the student to ensure that they attend all lessons as per schedule. Students should not skip more than one lesson per quarter as they miss out on work taught each time, they skip a lesson. The work missed will not be taught again from the beginning but will be touched on in the form of revision at a later stage. If a student skips more than one lesson per quarter, this will likely have a negative impact on the student’s improvement. The tutor will not be held reliable for non-improvement in such a case
▪ Homework	Students are to submit homework given to them via WhatsApp and must be submitted on time. The homework reinforces the work taught in the lesson and helps track improvement in the learner’s understanding of the work. It is best that students do not skip submissions of their homework. If



	a learner skips too many submissions, it will likely have a negative impact on the student's improvement. The tutor will not be held reliable for non-improvement in such a case. A student will be removed from the program if they skip more than 10 days in a quarter in submitting their homework. Lack of homework submission shows a student's lack of intent in improving their performance.
▪ Tests	Learners are to write prescribed tests. Tests will be written at least once a month. These tests are used to prepare students on how to write school tests and exams. If a student skips a prescribed test, this will likely have a negative impact on the student's improvement. The tutor will not be held reliable for non-improvement in such a case.
▪ Study guide	This is a study guide written by the company for purposes of company methods of teaching. This should be used by the students and kept safe. Any damage or loss of the study material will not be the company's responsibility.

4.2) PARENT/GUARDIAN RESPONSIBILITIES

▪ Attendance	It is the responsibility of the parent/guardian to ensure that the student attends lessons as per schedule
▪ Homework	It is the responsibility of the parent/guardian to address the student whenever notified of the student's lack of homework submission
▪ Tests	The parent/guardian should ensure that the student attends and writes all the prescribed tests and exams.
▪ Test, exam, and investigation or assignment dates	The parent/guardian should provide test, exam, and investigation/assignment dates from the school for each term within the first two weeks of each term. This will help in preparing the student for tests, exams, and investigations/assignments. Schools normally provide a term schedule so that students can prepare/study in advance for tests, exams, and investigations/assignments.
▪ Challenges	The parent/guardian should follow up with the student whenever serious academic challenges are raised that will affect improvement.
▪ Content and habits	<p>Parent/Guardians should be aware that in many cases students do not do well in their performance due to at least one of the following:</p> <ul style="list-style-type: none"> • Lack of understanding of the content • Negative learning habits that students may have. <p>The company will ensure that the student's understanding of the content will improve in the lessons. We will also identify and monitor the student's negative learning habits and will help them in addressing these habits. We will inform parents/guardians of these habits. Parents/guardians need to address these habits with the students</p>



	especially when raised as a serious concern.
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SECTION 5.1 – FINANCES

- “Euphoria Academia PTY(LTD)” Operates with a strict upfront payment policy; thus payment is made at the beginning of the academic tutoring month. No compromise will be reached nor negotiated in this regard. This is to ensure that Clients are legitimate.
- “Euphoria Academia PTY(LTD)” does not accept or deal in cash, and payment options include electronic funds transfer directly into our bank account obtained from our registration form or email finance@euphoriaa.co.za.
- Our fees are disclosed on our Site, and Tutor payments will be made available on acceptance as a Tutor for “Euphoria Academia PTY(LTD)”.
- We do not have a refund policy. All payments made cannot be refunded unless there are no services rendered at all for the period paid for (Meaning if a client purchases 4/8/12/16 lessons and does not use even 1 lesson). We do not refund within any period of service.
- “Euphoria Academia PTY(LTD)” will not refund any client that cancels lessons before the end of the duration of the purchased classes.
- A full refund will only be paid with a 14-day period after a claim of fully unused services (Full untouched/unused lessons/Package) that were paid for by the client.
- All packages used with remaining lessons will be stored until desired use by the client as they will not expire.
- We only deal with month-to-month payments. Any Client/Student who wishes to pay in advance should do so at their discretion as there will not be any refund policy. In the case of exam preparation classes and/or group tutoring.
- You understand and agree to abide by “Euphoria Academia PTY(LTD)” Payment policies. You agree to all costs and payments stipulated by the registration form and our website.
- “Euphoria Academia PTY(LTD)” will not be held accountable for any funds deposited/transferred/sent by any means into a wrong banking account.
- All account details will be provided to the client on our website and registration form.
- The company deals its services month to month and thus no client will be obligated to settle any invoice for the months they do not need the services.

SECTION 5.2 – REQUIREMENTS FOR SUBSCRIPTION TO THE SERVICES



- All students are required to provide us with their email address, cell phone number, physical address, and academic records on request. Given the student does not have an email address or cell phone number then we will require the parent/guardian's details.
- We require all applicant's contact details, physical addresses, education history, ID documents, and a police clearance certificate.

SECTION 6 – TUTOR APPLICATION, CONDUCT AND RESPONSIBILITIES

6.1) TUTOR – STUDENT RELATIONS

- “Euphoria Academia PTY(LTD)” has a strict policy concerning applications and the conduct of tutors. We request ALL tutors and staff that will be in contact with our Clients and Students to submit ID/Passport, updated contact details, proof of residence (house billing, bank statements, and any official document that has address details), Police clearance and screening on the Sexual Offenders Registry in the case the tutor will be working with a minor.
- “Euphoria Academia PTY(LTD)” has developed a section in the Client Relation department that specifically vets all applications, Selecting the most qualified applicant based on merit, qualification status, gender, age, location, eloquence in the teaching language and other relevant factors.
- The Company bases all its social/commercial standards on a set of strict moral regulations; thus, any violation of these regulations may result in the termination of the contract.
- No relationship of any sort that is unrelated to academics between the tutor and student may be cultivated.
- Clients/Tutors are highly encouraged not to call or text each other after work hours and to be respectful of professional boundaries. Any form of interaction deemed inappropriate by the Company might result in contract termination.
- No physical contact must be initiated or tolerated by the tutor, this includes hugging, kissing and any form of embrace. Only handshaking is allowed.
- Any reported sexual advances reported by the client/student will be reported to the police as a criminal case.
- Any reported Criminal Act by the Client/Student will be reported to the police as a criminal case.
- We will provide all necessary documentation needed to facilitate the reporting of any criminal act by the Tutor.
- The Tutor commits to ensuring that all communication is friendly, professional, and Helpful. Any form of disrespect, racism or prejudice will result in immediate termination of the contract.
- The tutor must not be in contact of any sort with the student outside working hours.
- “Euphoria Academia PTY(LTD)” will not be held accountable/responsible for the criminal acts of the tutor, as they act outside our control, but we vet and request all necessary documents that



show a clean criminal record, we also will help facilitate the criminal case if it occurs and cooperates with the police (SAPS) until justice is served.

- Any other misconduct not stipulated here should also be reported and if deemed wrong, the Company will investigate and thus elevate the issue if necessary.

6.2) TUTOR-CLIENT RELATIONS

- “Euphoria Academia PTY(LTD)” is also committed to protecting the employed Tutors and their integrity.
- The client commits to always treating the Tutor with respect. Any form of disrespect, racism or prejudice will result in immediate termination of the Clients contract.
- No relationship of any sort that is unrelated to academics between the Tutor and Client may be cultivated.
- At no point in time should the Tutor/Client discuss matters of contracts/finances with any Client/Tutor.
- Clients/Tutors are highly encouraged not to call or text each other after work hours and to be respectful of professional boundaries. Any form of interaction deemed inappropriate by the Company might result in contract termination.
- No physical contact must be initiated or tolerated by the Client/Tutor, this includes hugging, kissing and any form of embrace. Only handshaking is allowed.
- Any reported sexual advances reported by the Client/Tutor will be reported to the police as a criminal case.
- The Client commits to ensuring that all communication is friendly, professional, and Helpful. Any form of disrespect, racism or prejudice will result in immediate termination of the contract.
- Any reported Criminal Act by the Client/Tutor will be reported to the police as a criminal case.
- We will provide all necessary documentation needed to facilitate the reporting of any criminal act by the Tutor/Client.
- Tutor/Client must not be in contact of any sort with the student outside working hours.
- “Euphoria Academia PTY(LTD)” will not be held accountable/responsible for the criminal acts of the Tutor/Client, as they act outside our control, but we vet and request all necessary documents that show a clean criminal record of Client/Tutor, we also will help facilitate the criminal case if it occurs and cooperates with the police (SAPS) until justice is served.
- Any other misconduct not stipulated here should also be reported and if deemed wrong, the Company will investigate and thus elevate the issue if necessary.

Client conduct towards Tutors. The Client shall:



- make all necessary information available to the Tutor prior to each Lesson that the Tutor may require in order to properly assist the Student during each Lesson.
- only use language that is appropriate and not offensive or discriminatory and treat the Tutor fairly and with respect.
- ensure that all communications with the Tutor are appropriate and limited to what is relevant for the Lesson.
- not discuss any personal matters with the Tutor or rely on the Tutor for any form of counselling.
- not make any inappropriate suggestions to the Tutor.
- not send any unsolicited communications to the Tutor.
- report any dispute or issue, including any inappropriate behaviour or illegal activity, with a Tutor to a Parent and/or “Euphoria Academia PTY(LTD)”
- where the student is a minor, ensure that a Parent is present during the Lesson or that the Student is comfortable to continue the Lesson without a Parent being present.

6.3) TUTOR-STUDENT MATCHING GUARANTEE

- We pledge to always match the best tutor to your stipulated needs. If the Client is unhappy with a tutor, or vice versa, we pledge to replace the tutor up to three (3) times, then if no suitable Tutor is allocated, the Client may request a refund for the monthly payment considering the lessons that have not been rendered. Thus, the refund will only be for the outstanding lessons.
- Students/clients are responsible for communicating their dissatisfaction with the tutor to “Euphoria Academia PTY(LTD)” within 24 hours after the first lesson each month.
- Students are responsible to communicate any fixable issue with regards to the tutor’s methods of teaching, to promote improvements and chemistry.
- Students are encouraged and must be held accountable for any incompetence from their side regarding Homework submission and academic responsibilities assigned to them by the tutor.
- We will investigate the reasons behind the request to switch tutors to make sure all relations are intact.

1. LESSON PACKAGES AND LESSONS

1. Lesson description. The Lesson type (e.g. single Student or group of Students) and Lesson duration (e.g 2 hours) of a Lesson Package purchased are fixed and cannot be modified without the express approval of “Euphoria Academia PTY(LTD)”, which approval may be withheld if Tutors cannot be sourced for Lesson variations. This is due to Lesson pricing being determined according to Lesson description parameters across



the full Lesson Package. The Fees may change due to changes to the Lesson description and “Euphoria Academia PTY(LTD)” will provide the Client with an updated invoice in such cases. The Client will be required to accept and pay the updated Fees in accordance with this Agreement in order to secure the updated Lesson description and schedule Lessons.

2. Late arrival by Student. Should the Student arrive late for a Lesson, such Lesson will not be extended and will end at the scheduled time according to the Lesson description. The Client shall make every effort to inform the Tutor of its estimated time of arrival.
3. Late arrival by Tutor. Tutors are obliged to arrive at Lessons on time. However, where the Tutor is late, the Tutor will inform the Client and “Euphoria Academia PTY(LTD)” as soon as possible and provide an estimated time of arrival and the actual time of arrival. The Client will be credited with the time that the Tutor was actually late, in increments of 5 (five minutes), which will be redeemable at the Client's election or at the end of the Lesson, taking into account the Tutor's schedule and availability. “Euphoria Academia PTY(LTD)” will provide an official record to the Client and Tutor reflecting the time that is due to the Client.
4. Signing of Lesson Schedules. The Client must confirm the occurrence of Lessons by signing the Lesson Schedule provided by the Tutor at the end of each Lesson. The Client acknowledges and accepts that its signature on the Lesson Schedule will be sufficient proof of the occurrence of each Lesson and that a Lesson Schedule may not be disputed after 30 (thirty) calendar days from the date of each Lesson.
5. Additional Lessons. Should the Client need to purchase additional Lessons at certain times, during exam periods for example, the Client and “Euphoria Academia PTY(LTD)” will negotiate the Lessons, the applicable Fees and will schedule the Lessons accordingly, taking the Tutor's schedule into account. The Client will be liable for payment of the additional Fees as agreed with “Euphoria Academia PTY(LTD)” but may be required to make payment for the additional Lessons upfront via EFT. EFT payment for the additional Lessons is required where payment of the Fees for the usual Lessons is done via monthly debit order or recurring billing. The Client acknowledges that the scheduling of the additional Lessons is dependent on the Tutor and that the Client may be required to receive the Lessons from a different Tutor.

2. RESCHEDULING OF LESSONS

1. Rescheduling notice requirement. Should the Client wish to reschedule a Lesson, the Client must provide “Euphoria Academia PTY(LTD)” with a minimum of 6 (six) business hours' written notice (business hours being the hours between 08h00 and 17h00 on a



business day, being Monday to Friday, excluding all official public holidays) ("Business Hours"), prior to the commencement of the scheduled Lesson to avoid forfeiting the Lesson. For example, a Lesson scheduled for 13h00 on Tuesday should be rescheduled by 16h00 on Monday. The Client acknowledges that it may be liable for the Fees in respect of any Lessons that are scheduled to occur in the case where the Client does not provide adequate notice to "Euphoria Academia PTY(LTD)".

2. Repeated rescheduling. The Client acknowledges that repeated rescheduling of Lessons may impact the ability or inclination of a Tutor to complete a Lesson Package and may impact "Euphoria Academia PTY(LTD)" 's ability to timeously substitute a Tutor to complete such Lesson or Lesson Package. Accordingly, if a Tutor withdraws from the Lesson Package and/or the Client's rescheduling causes scheduled Lessons to be postponed, the Client acknowledges and accepts that a refund shall not be warranted on account of any resulting delays in appointing a new Tutor or rescheduling Lessons.
3. Suspension of Lessons. Where the Client has purchased a fixed number of Lessons to occur each month via debit order or recurring billing and needs to postpone the Lessons, "Euphoria Academia PTY(LTD)" and the Client will agree to suspend the Lessons for an agreed period and will reschedule the Lessons for a future date, considering the Tutor's schedule. The Client must provide "Euphoria Academia PTY(LTD)" with 30 days written notice.

3. TUTORS

1. The Client acknowledges that different Tutors may be sourced by "Euphoria Academia PTY(LTD)" to carry out different Lessons if required by the Client or if a sourced Tutor fails to complete the Lessons in a Lesson Package by withdrawing from the Lesson Package.
2. Replacement of Tutors. In the event that the Client is not satisfied with the Lessons provided by a Tutor, "Euphoria Academia PTY(LTD)" shall endeavour to replace such Tutor with an alternative Tutor which it deems suitable for the needs of the student. The Client acknowledges and accepts that in such circumstances, delays may be experienced in sourcing a suitable replacement Tutor and agrees to co-operate with "Euphoria Academia PTY(LTD)" where possible to ensure that a new Tutor is appointed efficiently. The Client shall ensure that all replacement requests are made in accordance with the Lesson rescheduling notice requirements in clause 7.1 to avoid any forfeiture of Lessons (i.e. a minimum of 6 Business Hours' notice). The Client acknowledges that it may be liable for the Fees in respect of any Lessons that are scheduled to occur in the case where the Client does not provide adequate notice to "Euphoria Academia PTY(LTD)".



3. Withdrawal by Tutor. The Client also acknowledges and accepts that Tutors have the right to withdraw from a particular Lesson Schedule on reasonable notice and for various urgent reasons (including the Tutor's exam or work schedule, legitimate safety concerns, changes to scheduled Lessons, family emergencies, transport problems and illness amongst others) and that "Euphoria Academia PTY(LTD)" cannot be held responsible for any reasonable inconvenience caused by such event. "Euphoria Academia PTY(LTD)" shall be obliged to source an appropriate replacement Tutor as soon as reasonably possible.
4. Grounds for cancellation or refund. The request by the Client to replace a Tutor or the reasonable withdrawal by the Tutor from a Lesson Package shall not be grounds for cancellation of the Lesson Package or this Agreement and shall not entitle the Client to a refund unless:
 1. "Euphoria Academia PTY(LTD)" is unable to propose an alternative Tutor within 30 (thirty) calendar days of the Client's request to replace a Tutor; or
 2. "Euphoria Academia PTY(LTD)" is unable to propose an alternative Tutor within 14 (fourteen) calendar days of the withdrawal by the Tutor.
5. Interim measures. When a replacement request is made, or a Tutor withdraws from a Lesson Package, "Euphoria Academia PTY(LTD)" will automatically suspend all scheduled Lessons in a Client's Lesson Package. During this period, the Client will not forfeit any Lessons in the Lesson Package.

SECTION 7 -SAFETY

- It is the responsibility of the Tutor (especially recommended for females) to inform a next of keen or friend of their live location and the time of tutoring sessions.
- It is the Client's/Student's/Tutor's responsibility to be aware of the possible risks and dangers associated with Private tutoring, thus it is important to be proactive and to take any necessary precautions to always protect yourself.
- "Euphoria Academia PTY(LTD)" vows to take all possible measures to eradicate any foreseeable risks by sending an inspector with on the first lesson conducted to make sure the environment is safe and learning-friendly, these inspections will happen at random every once a month.



- These risks may include (Traveling to/through unsafe areas, car accidents, loss or theft of property, damage to equipment that the Tutor or Student may be used during the lessons, ulterior motives, harassment, abuse, or any other criminal acts).
- “Euphoria Academia PTY(LTD)” highly recommends that if any parties feel in any way unsafe or uncomfortable about any aspect of the lessons to promptly notify us and take the appropriate actions which may include contacting the authorities such as the South African Police Services (SAPS), Or an immediate next of kin.
- The company ensures initial safety checks for tutoring environments and encourages tutors to share their location with a trusted contact during sessions. Any safety concerns must be reported immediately.
- All communication regarding any arrangements between Client/Student and Tutor must occur over Company authorized group chats.
- Phone calls are not permitted as we cannot track or have evidence regarding any arrangement made without our consent/awareness. Thus, tutors are not required to answer any phone calls by the Client/Student, and this applies vice versa. This behavior is reported or caught might lead to contract termination.

NON-CIRCUMVENTION

- The Client acknowledges that all Tutors are contracted to “Euphoria Academia PTY(LTD)” as independent contractors and have been referred to the Client in good faith. The Client acknowledges that “Euphoria Academia PTY(LTD)” has sourced such Tutors at significant cost and that “Euphoria Academia PTY(LTD)”’s business of facilitating the relationship between the Client and the Tutor should be protected. The Client therefore agrees to not solicit, accept or pay for Lessons from any Tutors privately. In this way, the Client agrees to not circumvent “Euphoria Academia PTY(LTD)” in its core business of facilitating the introduction of Tutors and Clients (and Students) to each other for Tutors to provide the Lessons.

SECTION 7 – PLAGIARISM AND ACADEMIC INTEGRITY

- “Euphoria Academia PTY(LTD)” is a highly esteemed organization and prides itself on anti-plagiarism and Academic honesty. We strive to cultivate a learning experience unlike any other and full academic responsibility to all our students.
- We do not promote any form of Academic dishonesty not limited to Homework, Assignments, Tests and Exams being written/done by the tutor or any means/forms of Cheating.
- The Tutor and Students are responsible for declining and reporting any involvement in Academic Dishonesty.



- “Euphoria Academia PTY(LTD)” cannot be held accountable for any Academic Dishonesty.
- Any form of academic dishonesty in all its forms will result in immediate contract termination of the client and tutor. If the issue is related to copyrights or IP infringements this may prompt the Company to report the incident to authorities and any relevant parties that had their rights infringed on or violated.

SECTION 8- USER OBLIGATION AND CONDUCT

- By signing these Terms and Conditions, the user agrees that they are of legal age and can legally agree to these Terms on their behalf or that of a minor.
- All employees and independent contractors are prohibited from offering/accepting any form of employment with a client of “Euphoria Academia PTY(LTD)” that “Euphoria Academia PTY(LTD)” has independently sourced, suggested, introduced or placed a tutor or employee with employment with such a client is prohibited for a period of 12 working months period from termination of employment or termination the usage of “Euphoria Academia PTY(LTD)” services.
- A transfer of employment from “Euphoria Academia PTY(LTD)” to a client may be requested and an employment transfer may be agreed upon between “Euphoria Academia PTY(LTD)” and the client through fair negotiations.
- Any transgression of the restraint of trade without the written authorization of the Human Relations Department may result in disciplinary action being taken against the user, which may also lead to dismissal and further legal intervention.
- Request to termination of the contract for all services and/or employment must be handed in a formal writing 5 working days before due departure.
- The user acknowledges that “Euphoria Academia PTY(LTD)” has no control over the actions or omissions of any subscriber to “Euphoria Academia PTY(LTD)”’s services, thus cannot be held liable for the performance, conduct, or ethics of any Tutor or Student.
- User expressly releases “Euphoria Academia PTY(LTD)” from all liability whatsoever for any claims, suits, injuries, controversies, and damages arising from any way or form related to the use of our site and services.

8.1) ARBITRATION

- Any claims, suits, injury, damage, or controversy in any way related to our website, services and any tutor or student conduct, or these Terms and conditions shall be settled by binding arbitration in parallel with any legislation or rules of arbitration of the Republic of South Africa.

SECTION 9-THIRD PARTY POLICY



- “Euphoria Academia PTY(LTD)” has established trusted relations with verified third parties that offer and assist us to run the company fluently, these third parties include domain and hosting platforms, South African Police Services, agencies that perform criminal background checks, Sex Offenders Registry checks, and identification verification agencies such as Home Affairs and other third parties that could be safely and discretely handling your personal information.
- “Euphoria Academia PTY(LTD)” is not liable for the accuracy, verification, and validation of any outcome of the party's findings and reports.
- The User agrees that “Euphoria Academia PTY(LTD)” can independently terminate its services or employment and any agreement with any or all parties in response to such findings and reports, without verification or validation when we deem it fit.
- All decisions made by “Euphoria Academia PTY(LTD)” are to protect the integrity and legitimacy of “Euphoria Academia PTY(LTD)”, Clients and Employees.
- “Euphoria Academia PTY(LTD)” may link users to other websites or resources from our Site. The user acknowledges that “Euphoria Academia PTY(LTD)” is not held responsible for the content, security, terms and conditions, policies, or business matters regarding those sites, we are not liable for any content, advertising, products or other materials or services from such sites or resources, thus “Euphoria Academia PTY(LTD)” cannot be held accountable for any claims of damage or loss arising from the use of such services.

INDEMNITY

- Very important: the Client indemnifies “Euphoria Academia PTY(LTD)” against any claims by any third party that “Euphoria Academia PTY(LTD)” may suffer or incur because of any breach by the Client of any of the terms of this Agreement.

SECTION 10- INTELLECTUAL PROPERTY RIGHTS

- The use of the “Euphoria Academia PTY(LTD)” website in respect to the stipulated terms and conditions is not for commercial use (except granted in writing by “Euphoria Academia PTY(LTD)”. If Commercial use is granted on our material, products and services, the copyrights or trademarks and other forms of marking cannot be removed, replaced, or edited.
- Any other use is prohibited, this is not limited to using or copying or incorporating information or resources including products in our system, database, or any other form of owned storage unless agreed to in writing by “Euphoria Academia PTY(LTD)”.



- “Euphoria Academia PTY(LTD)” is registered and reserved only for the desired use of its directors, thus every right to the name, logo, slogan and contents, services, and anything with its attached identification label such as logo or letterhead is reserved.
- This reservation of rights is protected by the constitution.
<https://www.gov.za/documents/intellectual-property-laws-amendment-act-0>
- “Euphoria Academia PTY(LTD)” maintains full ownership of any content or product developed by any employee, independent contractor or freelancer while providing agreed services with our approval or with a signed contract between “Euphoria Academia PTY(LTD)” and any other party in the agreement.

SECTION 11- CONTRACT TERMINATION

- “Euphoria Academia PTY(LTD)” reserves all the rights to suspend or terminate any Client, Tutor, Student, and employee with or without any notice at any desired time in its sole discretion, for any reason or no reason at all.
- Termination or Suspension of contract means that the user can no longer have access to any material, services, or products.
- “Euphoria Academia PTY(LTD)” will delete and remove all your identifying documents if/when suspended or in the case of contract termination in its database and you will be unknown to “Euphoria Academia PTY(LTD)”.

11.1) APPEAL POLICY

- “Euphoria Academia PTY(LTD)” will accept and process a written appeal after any user has been suspended or had their contract terminated.
- The user has 5 working days to appeal the decision after it has been handed down through formal writing.
- “Euphoria Academia PTY(LTD)” will always be fair in its judgment and promises to uphold every standard of integrity and honesty.

SECTION 12 -ACKNOWLEDGMENTS

- We acknowledge that we are bounded by the law of the Republic of South Africa, and we act abiding by all the constitutional instructions.
- The law of the country can nullify any part of this contract.
- The safety policy is in line with the National Child-Protection Legislation (THE CHILDREN’S ACT, 2005 (ACT NO. 38 OF 2005)), and the Criminal Law Amendment Act No. 32 of



2007(<https://www.gov.za/documents/criminal-law-sexual-offences-and-related-matters-amendment-act>).

- Euphoria Academia adheres to South African laws, including the Children's Act (2005) and relevant educational standards.
- We also follow the government's standards and rules for teaching and learning through (GOVERNMENT NOTICE DEPARTMENT OF BASIC EDUCATION No. 1239, 16 November 2018).

SECTION 13 – DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- The site and all products and services provided through it are provided "as is" with no warranties whatsoever. "Euphoria Academia PTY(LTD)" cannot in any way be held responsible for the accuracy or truthfulness of any information provided in any tutor or family profile. Any arrangements made between parties is solely at each party's discretion, expenses and risk. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement, are expressly disclaimed. "Euphoria Academia PTY(LTD)" disclaims any warranties for the security, reliability, timeliness, and performance of this site, to the fullest extent permitted by law.
- You, the user acknowledge and agree that "Euphoria Academia PTY(LTD)" will not be liable for any harms, direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for the loss of profits, goodwill, use, data or other intangible losses (even if "Euphoria Academia PTY(LTD)" has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) the download or upload of any material through an "Euphoria Academia PTY(LTD)"; (iv) unauthorized access to or alteration of your data or transmissions; (v) statements or conduct of anyone using the site or on the service; or (vi) any other matter relating to the service. The foregoing disclaimers, waivers and limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.



SECTION 13- PROHIBITION OF OTHER ANGANCIES AND COMPETITORS

- Tutoring agencies and other competitors of “Euphoria Academia PTY(LTD)” are prohibited from registering with “Euphoria Academia PTY(LTD)”.
- Any individual or other entity in violation of this prohibition will be obligated to pay a contractual penalty of R 25,000.00 (Twenty-five Thousand Rands) for each individual case. This contractual penalty is to be paid independently of the actual damage. Apart from the contractual penalty, “Euphoria Academia PTY(LTD)” reserves the right to sue for compensation.

If there are any questions regarding our Terms and Conditions, please email us admin@euphoriaa.co.za or call us on 087 265 1669