



adaptive

... OF COURSE WE CAN!

Online Courses – Instructor Terms

SOUTH AFRICA

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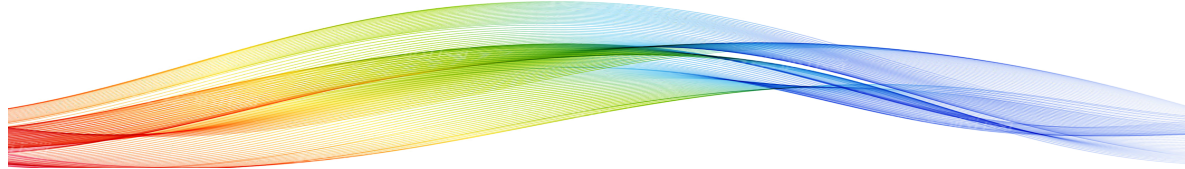
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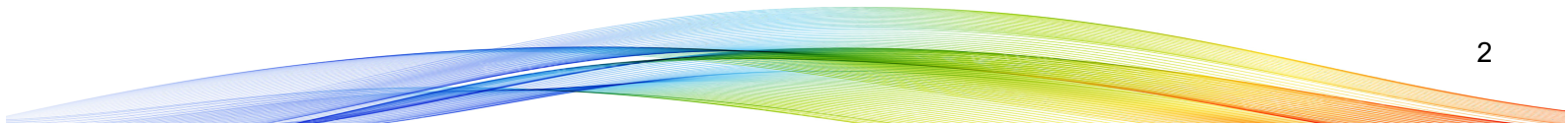
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Odyssey is a technology platform that enables instructors and Third Party sellers anywhere to share educational courses.

When you sign up to become an instructor on the Odyssey platform, you agree to abide by these Instructor Terms ("Terms"). These Terms, which cover details about the aspects of the Odyssey platform relevant to instructors, are incorporated by reference into our Terms of Use, the general terms that govern your use of our services.

Any capitalized terms that aren't defined in these Terms are defined as specified in the Terms of Use.

As an instructor, you are contracting directly with Adaptive Consulting (PTY) Ltd ("Adaptive"), regardless of whether another Odyssey or Adaptive subsidiary facilitates payments to you.

1. Instructor Obligations

As an instructor you are responsible for all content that you post including lectures, quizzes, coding exercises, practise tests, assignments, resources, answers, course landing page content and announcements ("Submitted Content").

You represent and warrant that:

- you will provide and maintain accurate Submitted Content;
- you own or have the necessary licenses, rights, consents, permissions, and authority to authorize Odyssey or Adaptive to use your Submitted Content as specified in these Terms and the Terms of Use;
- your Submitted Content will not infringe or misappropriate any third party's intellectual property rights;
- you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your Submitted Content and use of the services; and
- you will respond promptly to students and ensure a quality of service that corresponds with the standards of your industry and instruction services in general.

You warrant that you will not:

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

2. License to Odyssey or Adaptive

You grant Odyssey or Adaptive the rights to offer, market and otherwise exploit your Submitted Content and to sublicense it for use by students. This includes the right to add captions or otherwise modify the Submitted Content to ensure accessibility.

Subject to our or the Third Party Seller's consent, you have the right to remove all or any portion of your Submitted Content from the website at any time. Except as otherwise agreed, Odyssey or Adaptive's right to sublicense will terminate with respect to new users 60 days after the Submitted Content's removal. However, (1) rights given to students before the Submitted Content's removal will continue until completion of the course (including any grants of lifetime access) and (2) Odyssey or Adaptive's right to use such Submitted Content for marketing purposes shall survive termination.

We may record all or any part of your Submitted Content for quality control and for delivering, marketing, promoting, demonstrating or operating the services. You grant Odyssey or Adaptive permission to use your name, likeness, voice and image in connection with the offering, delivering, marketing, promoting, demonstrating, and selling the services, your Submitted Content or Odyssey or Adaptive's content, and you waive any rights of privacy, publicity or other rights of a similar nature to the extent permissible under applicable law.

3. Trust & Safety

3.1 Trust & Safety Policies

You agree to abide by policies prescribed by Odyssey or Adaptive from time to time. You should check these policies periodically to ensure that you comply with any updates to them. You understand that your use of the services is subject to Odyssey or Adaptive's approval, which we may grant or deny at our sole discretion.

We reserve the right to remove courses, suspend pay-outs, and/or ban instructors for any lawful reason at any time, upon prior notice, including in cases where:

- an instructor or course does not comply with our policies or legal terms (including the Terms of Use);
- a course falls below our quality standards or has a negative impact on the student experience;
- an instructor engages in behaviour that might reflect unfavourably on Odyssey or Adaptive or bring Odyssey or Adaptive into public disrepute, contempt, scandal, or ridicule;
- an instructor engages the services of a marketer or other business partner who violates Odyssey or Adaptive's policies; or
- as determined by Odyssey or Adaptive in its sole discretion.

3.2 Co-Instructors and Teaching Assistants

The Odyssey platform allows you to add other co-instructors or teaching assistants for courses that you manage. By adding a co-instructor or teaching assistant, you understand that you are authorizing them to take certain actions that affect your Odyssey account and courses. Odyssey or Adaptive is not able to advise on any questions or mediate any disputes between you and such users. If your co-instructors have an assigned revenue share, their share will be paid out of your earned revenue share based on the ratios you have specified in your course management settings as of the date of the purchase.

3.3 Relationship to Other Users

Instructors don't have a direct contractual relationship with students, so the only information you'll receive about students is what is provided to you through the services. You agree that you will not use the data you receive for any purpose other than providing your services to those students on the Odyssey platform

and that you won't solicit additional personal data or store students' personal data outside the Odyssey platform. You agree to indemnify the Third Party Seller, Odyssey or Adaptive against any claims arising from your use of students' personal data.

3.4 Anti-Piracy Efforts

We partner with anti-piracy vendors to help protect your courses from unauthorized use. To enable this protection, you hereby appoint Odyssey or Adaptive and our anti-piracy vendors as your agents for the purpose of enforcing copyrights for each of your courses, through notice and takedown processes (under applicable copyright laws like the Digital Millennium Copyright Act) and for other efforts to enforce those rights. You grant Odyssey or Adaptive and our anti-piracy vendors' primary authority to file notices on your behalf to enforce your copyright interests. This will be done subject to prior written notice.

You agree that Odyssey or Adaptive and our anti-piracy vendors will retain the above rights unless you revoke them by sending an email to support@adaptive.za.com with the subject line: "Revoke Anti-Piracy Protection Rights" from the email address associated with your account. Any revocation of rights will be effective 48 hours after we receive it.

4. Pricing

4.1 Price Setting

When creating a course, you will be asked to set a base price ("Base Price") for your course. The Base Price will be exclusive of any commissions or taxes. Alternatively, you may choose to offer your course for free.

4.2 Transaction Taxes

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

5. Payments

5.1 Revenue Share

When a student purchases your course, we calculate the gross amount of the sale as the amount received by Odyssey or Adaptive from the student ("Gross Amount"). From this, we subtract any applicable charges and transaction fees (for example, payment processing fees) to calculate the net amount of the sale ("Net Amount").

Your revenue share will be 70% of the Net Amount less any applicable deductions, such as student refunds unless otherwise agreed in writing. If this payment rate changes, we will provide you 30 days' notice using prominent means, such as via email or by posting a notice through our Services.

Adaptive makes all instructor payments in South African Rands (ZAR) regardless of the currency with which the sale was made.

5.2 Receiving Payments

For us to pay you promptly, you must own a bank account in good standing and must keep us informed of the correct details that will be required by us to pay into your account. You must also provide any identifying information or tax documentation necessary for the payment of amounts due. We reserve the right to withhold payments if we do not receive proper identifying information or tax documentation from you. You understand and agree that you are ultimately responsible for any taxes on your income.

Depending on the applicable revenue share model, payment will be made within 30 days of the end of the month in which we receive the fee for a course.

As an instructor, you are responsible for determining whether you are eligible to be paid by a South African company. We reserve the right not to pay out funds in the event of identified fraud, violations of intellectual property rights, or other violations of the law.

If we cannot settle funds into your payment account after the period of time set forth by your state, country, or other government authority in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by submitting those funds to the appropriate government authority as required by law.

5.3 Refunds

You acknowledge and agree that students have the right to receive a refund, as detailed in the Terms of Use. Instructors will not receive any revenue from transactions for which a refund has been granted under the Terms of Use.

If a student asks for a refund after we have paid the relevant instructor payment, we reserve the right to either (1) deduct the amount of the refund from the next payment sent to the instructor or (2) where no further payments are due to the instructor or the payments are insufficient to cover the refunded amounts, require the instructor to refund any amounts refunded to students for the instructor's courses.

6. Trademarks

While you are a published instructor and subject to the requirements below, you may use our trademarks where we authorize you in writing to do so.

You must:

- only use the images of our trademarks that we make available to you, as detailed in any guidelines we may publish (such as our Instructor Badge Guide);
- only use our trademarks in connection with the promotion and sale of your Odyssey courses or your participation on Odyssey; and
- immediately comply if we request that you discontinue use.

You must not:

- use our trademarks in a misleading or disparaging way;
- use our trademarks in a way that implies that we endorse, sponsor, or approve of your courses or services; or
- use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

7. Deleting Your Account

Should you wish to delete your instructor account please contact our Accounts department via email. You are required to give Adaptive a minimum of 30 days termination notice. We'll use commercially reasonable efforts to make any remaining scheduled payments that are owed to you before deleting your account. You understand that if students have previously enrolled in your courses, your name and the Submitted Content will remain accessible to those students after your account is deleted.

8. Miscellaneous Legal Terms

8.1 Updating These Terms

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and Adaptive reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

8.2 Translations

Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

8.3 Relationship Between Us

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

9. Survival

The following sections shall survive the expiration or termination of these Terms: Sections 2 (License to Odyssey), 3.3 (Relationship to Other Users), 5.2 (Receiving Payments), 5.3 (Refunds), 7 (Deleting Your Account), and 8 (Miscellaneous Legal Terms).

10. How to Contact Us

The best way to get in touch with us is to contact our [Support Team](#) for support queries, or [Accounts and Billing](#) for account-related queries. We'd love to hear your questions, concerns, and feedback about our Services.

Thanks for teaching and learning with us!

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