



Bag Learning Terms and Conditions

Effective Date: 14 May 2024

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE BAG LEARNING PLATFORM.

1. Introduction and Acceptance of Terms

Welcome to Bag Learning! These Terms and Conditions ("Terms") govern your access to and use of the Bag Learning website, platform, mobile applications (if any), and related services (collectively, the "Service"), provided by **Bag Learning (Pty) Ltd**, a private company registered in South Africa ("Bag Learning", "we", "us", "our").

By creating an account, accessing, or using the Service, you agree to be bound by these Terms, our **Privacy Policy**, and our **Pricing and Refund Policy** (all incorporated herein by reference). If you do not agree to these Terms, you may not access or use the Service.

These Terms constitute a legally binding agreement between you and Bag Learning.

2. Eligibility

To use the Service, you must:

- Be at least eighteen (18) years of age.
- Be an actively enrolled student at a recognized tertiary educational institution.
- Have the legal capacity to enter into a binding contract.

By creating an account and using the Service, you represent and warrant that you meet these eligibility requirements.

3. Service Description

Bag Learning provides an AI-powered educational tool designed to assist tertiary students in South Africa with their studies. The Service uses artificial intelligence, including integrations with third-party Large Language Models (LLMs) like Google Gemini, to process materials you provide ("Input") and generate study aids such as

personalized notes, summaries, quizzes, and exam simulations ("Output"). The Service is intended as a supplementary learning tool to support your academic efforts.

4. Account Registration and Security

- **Account Creation:** You must register for an account to access the paid features of the Service. You agree to provide accurate, current, and complete information during registration and to keep your account information updated.
- **Credentials:** You are responsible for maintaining the confidentiality of your account password and are solely responsible for all activities that occur under your account. You agree not to share your account credentials with any third party.
- **Unauthorized Use:** You must notify us immediately at support@baglearning.com of any unauthorized use of your account or any other breach of security. Bag Learning will not be liable for any loss or damage arising from your failure to comply with these security obligations.

5. Fees, Payment, Subscription, and Refunds

Access to the features of the Service requires a paid subscription or purchase. All fees, payment terms, subscription details (including the Launch Special Offer valid until 31 July 2025), billing cycles, renewal conditions, cancellation rights, and specific refund conditions (including the "Study Smarter — Or Your Money Back" Guarantee for the Launch Special Offer) are detailed in our separate **Pricing and Refund Policy**, which is incorporated by reference into these Terms.

- **Agreement to Policies:** By using the Service, you agree to the terms set forth in the Pricing and Refund Policy.
- **Payment Processing:** Payments are processed via Paystack. You authorize us (through Paystack) to charge applicable fees. Fees are in ZAR and inclusive of VAT unless stated otherwise.
- **Compliance:** Subscription renewals and cancellations will be handled in compliance with the Consumer Protection Act (CPA).

6. Intellectual Property Rights

- **Your Input:** You retain all pre-existing intellectual property rights, including copyright, in the original content, data, prompts, and materials you upload or provide to the Service ("Input").
- **AI-Generated Output:** As between you and Bag Learning, you are granted and assigned all rights, title, and interest in and to the specific Output generated by the Service directly from your Input.
- **Disclaimer on Output Copyright: IMPORTANT:** You acknowledge that the legal status of works generated by artificial intelligence under the South African Copyright Act 98 of 1978 is currently uncertain, particularly regarding the requirement for human authorship. Bag Learning makes no warranty or



representation regarding the eligibility of the Output for copyright protection under South African law or its enforceability against third parties. The Output is provided to you based on this understanding.

- **License Grant to Bag Learning:** You grant Bag Learning a limited, non-exclusive, royalty-free, worldwide license to use, reproduce, process, adapt, and display your Input solely for the purposes of:
 - Operating, providing, and improving the core functionality of the Service requested by you (i.e., generating your Output).
 - Maintaining and securing the Service.
 - Complying with legal obligations. **Crucially, this license does NOT permit Bag Learning to use your Input or Output, in any form (including anonymized or aggregated), to train its own or any third-party artificial intelligence models. We are fundamentally committed to not training our models on your content.**
- **Your Warranty:** You represent and warrant that you own your Input or have obtained all necessary rights, licenses, consents, and permissions to provide the Input to the Service and to grant the license described above, and that your Input does not infringe upon the intellectual property rights or any other rights of any third party.
- **Bag Learning's IP:** The Service itself, including its software, code, design, features, branding, logos, and all underlying technology (excluding your Input and Output), are the exclusive property of Bag Learning (Pty) Ltd and its licensors, protected by copyright, trademark, and other intellectual property laws. You are granted only a limited, non-exclusive, non-transferable, revocable license to access and use the Service according to these Terms.

7. Acceptable Use Policy (AUP)

You agree to use the Service responsibly and ethically, in compliance with all applicable laws and these Terms. You agree NOT to:

- Use the Service for any unlawful purpose or in violation of any applicable local, provincial, national, or international law.
- Use the Service to engage in or facilitate academic dishonesty, including plagiarism, cheating, or submitting AI-generated Output as your own original work where prohibited by your institution's policies. **You are solely responsible for understanding and complying with your academic institution's policies on academic integrity and the use of AI tools.**
- Upload, transmit, or generate any Input or Output that:
 - Infringes upon any third party's intellectual property rights (copyright, trademark, patent, trade secret) or other proprietary rights.
 - Is defamatory, libelous, obscene, pornographic, abusive, harassing, threatening, or otherwise objectionable.
 - Contains viruses, malware, or other harmful code.
 - Constitutes hate speech or promotes discrimination or violence.



- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Service.
- Modify, adapt, translate, or create derivative works based on the Service (other than the Output generated for your use).
- Sell, resell, rent, lease, sublicense, or otherwise commercially exploit the Service or access to it.
- Use any automated means (bots, scrapers) to access the Service, other than through official APIs if provided by Bag Learning.
- Interfere with or disrupt the integrity or performance of the Service or the data contained therein.
- Attempt to gain unauthorized access to the Service, user accounts, or related systems or networks.
- Misrepresent your identity or affiliation.

Violation of this AUP may result in the suspension or termination of your account and access to the Service, at Bag Learning's sole discretion.

8. Third-Party Services

The Service integrates with and relies on third-party services, including Large Language Models (e.g., Google Gemini), hosting providers (e.g., Vercel, Fly.io, Supabase), authentication providers (e.g., Clerk), payment processors (e.g., Payscale), analytics providers (e.g., Plausible), and infrastructure providers (e.g., Cloudflare). Your use of the Service may be subject to the terms and conditions and privacy policies of these third parties. Bag Learning is not responsible for the practices or content of these third-party services.

9. Disclaimers and Limitation of Liability

PLEASE READ THIS SECTION CAREFULLY AS IT LIMITS BAG LEARNING'S LIABILITY.

- **"As Is" Service:** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. BAG LEARNING DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- **No Warranty on Output:** BAG LEARNING DOES NOT WARRANT THAT THE OUTPUT GENERATED BY THE SERVICE WILL BE ACCURATE, COMPLETE, RELIABLE, ERROR-FREE, OR SUITABLE FOR ANY PARTICULAR ACADEMIC PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR REVIEWING, VERIFYING, AND APPROPRIATELY USING ANY OUTPUT. RELIANCE ON THE OUTPUT IS ENTIRELY AT YOUR OWN RISK. BAG LEARNING IS NOT RESPONSIBLE FOR ANY ACADEMIC OUTCOMES OR CONSEQUENCES RESULTING FROM YOUR USE OF THE SERVICE OR OUTPUT, EXCEPT AS EXPLICITLY PROVIDED FOR IN OUR REFUND POLICY.



- **Service Availability:** BAG LEARNING DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. ACCESS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.
- **Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BAG LEARNING (PTY) LTD, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:
 - (a) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE;
 - (b) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE;
 - (c) ANY OUTPUT OBTAINED FROM THE SERVICE; OR
 - (d) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL BAG LEARNING'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE GREATER OF ONE HUNDRED SOUTH AFRICAN RAND (ZAR 100) OR THE AMOUNTS PAID BY YOU TO BAG LEARNING FOR ACCESS TO THE SERVICE IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.
- **Exclusion of Gross Negligence Liability: NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, NOTHING IN THIS SECTION 9 SHALL BE INTERPRETED AS LIMITING OR EXCLUDING BAG LEARNING'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM BAG LEARNING'S GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FRAUD, AS REQUIRED BY SECTION 51(1)(c)(i) OF THE SOUTH AFRICAN CONSUMER PROTECTION ACT 68 OF 2008.**
- **Basis of Bargain:** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BAG LEARNING AND YOU.

(Note: The presentation of clauses 9.4 and 9.5 in bold and potentially larger font or separate notice during sign-up is recommended to meet the conspicuousness requirement of CPA Section 49).

10. Indemnification

You agree to defend, indemnify, and hold harmless Bag Learning (Pty) Ltd, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Service or Output, (ii) your violation of these Terms, or (iii) your violation of any



third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right.

11. Termination

- **Termination by You:** You may terminate your account and these Terms at any time by ceasing to use the Service and contacting us at support@baglearning.com to request account deletion. Refund eligibility upon termination is governed by our Pricing and Refund Policy.
- **Termination by Bag Learning:** We may suspend or terminate your access to the Service and these Terms, with or without cause, at any time upon notice to you. Grounds for termination may include, but are not limited to, (i) breach of these Terms (including the AUP), (ii) non-payment of fees, (iii) prolonged inactivity (e.g., 12 months or more), (iv) requests by law enforcement or government agencies, or (v) discontinuance or material modification of the Service.
- **Effect of Termination:** Upon termination, your right to access and use the Service will immediately cease. Bag Learning will have no obligation to maintain or forward any of your Input or Output. Data retention post-termination will be governed by our Privacy Policy and applicable law (POPIA). Sections 6 (Intellectual Property), 9 (Disclaimers), 10 (Indemnification), 11 (Termination Effects), 13 (Governing Law), 14 (Dispute Resolution), and 16 (Miscellaneous) shall survive termination.

12. Modification of Terms

Bag Learning reserves the right to modify these Terms at any time. We will provide notice of material changes by posting the updated Terms on our website or through other communication channels (e.g., email) at least thirty (30) days before the changes take effect. Your continued use of the Service after the effective date of the updated Terms constitutes your acceptance of the changes. If you do not agree to the modified Terms, you must stop using the Service.

13. Governing Law

These Terms and any disputes arising out of or related to them or the Service shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

14. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall be submitted exclusively to the competent courts located in the Republic of South Africa.

15. Notice and Takedown Procedure (User Input)



Bag Learning respects intellectual property rights. As Bag Learning is not currently a member of an Industry Representative Body recognised under the Electronic Communications and Transactions Act 25 of 2002 (ECTA), we do not benefit from the specific intermediary liability limitations ("safe harbors") provided in Chapter XI of ECTA. However, we provide the following procedure for reporting allegedly unlawful **Input** provided by users:

If you believe that any Input material uploaded or provided by a user infringes your copyright or is otherwise unlawful, please provide our designated agent with a written notification ("Takedown Notice") containing the following information (based on ECTA Section 77 principles):

- Your full name, address, telephone number, and email address.
- Identification of the allegedly infringing or unlawful Input material, including its location on the Service (e.g., URL or specific description).
- Identification of the right that has allegedly been infringed (e.g., copyright).
- The remedial action you request Bag Learning to take (e.g., removal of the Input).
- A statement that you are acting in good faith.
- Your signature (physical or electronic).
- If reporting copyright infringement, proof of your ownership of the copyright or authorization to act on behalf of the owner.

Please send Takedown Notices to our designated agent: **Information Officer: Brett Geyser** **Email: brett@baglearning.com**

Upon receipt of a Takedown Notice appearing to be valid on its face, Bag Learning will investigate the claim and may, in its sole discretion and without assuming legal liability, remove or disable access to the allegedly unlawful Input material. Please note this procedure applies only to user-provided Input, not the AI-generated Output. Bag Learning is not obligated to act on notices that do not substantially comply with these requirements or where the unlawfulness is not apparent.

16. Miscellaneous

- **Entire Agreement:** These Terms, together with the Privacy Policy and Pricing and Refund Policy, constitute the entire agreement between you and Bag Learning regarding the Service and supersede all prior agreements or understandings.
- **Waiver:** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. Bag Learning's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- **Severability:** If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.



- **Assignment:** You may not assign or transfer these Terms or your rights hereunder, by operation of law or otherwise, without Bag Learning's prior written consent. Bag Learning may assign these Terms without restriction.
- **Notices:** Any notices or other communications provided by Bag Learning under these Terms will be given: (i) via email; or (ii) by posting to the Service.
- **Contact Information:** For questions about these Terms, please contact us at: support@baglearning.com

