

SMARTPREPREMOTE (Pty) Ltd – Terms of Service

Registered as: SMARTPREPREMOTE

Registration Number: 2025/319485/07

Registered Address: 9 The Grail Street, Edenburg, Sandton, 2191, South Africa

1. Introduction

Welcome to Smartprep (“Smartprep”, “we”, “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use of our website at www.smartprep.co.za (“Website”) and all services we provide (“Services”). By accessing or using any Smartprep service, you agree to be bound by these Terms.

These Terms apply to all users of our platform, including but not limited to students, parents/guardians, tutors, instructors, invigilators, scribes, readers, course creators, and affiliates.

Smartprep reserves the right to amend these Terms at any time. Updates will be posted on the Website, and your continued use of Services will constitute acceptance of the updated Terms.

2. Scope of Services

Smartprep provides:

- One-on-one and group tutoring (online and in-person)
- Academic support for school, university, and professional levels
- Exam preparation workshops
- Content creation and online learning platforms
- Scribing, reading, and invigilation for assessments
- Educational technology platform access and account management

Service availability may vary by location, level, and subject. Smartprep reserves the right to decline services without explanation.

3. Account Registration and Access

- Clients and tutors must provide accurate, complete registration details
 - Access credentials must be kept confidential
 - Smartprep is not liable for unauthorized access resulting from user negligence
 - All services must be accessed via Smartprep's official platforms
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4. Payment and Refund Policy

4.1 Payment Schedule

- Tutors and other contractors are paid within 5 business days after month-end, contingent on proper timesheet submission

4.2 Client Payment

- All payments must be made to SMARTPREPREMOTE (Pty) Ltd
- Direct payments to tutors or external parties are not permitted

4.3 Currency and Methods

- Payments are accepted in South African Rand (ZAR)
- EFT, credit/debit cards, and other approved methods may be used

4.4 Refunds

- Refunds for unused sessions will be processed within 14 business days upon approval
 - Discounts may be forfeited; used sessions recalculated at standard rates
 - No refunds are given for misconduct-related terminations
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5. Cancellation and Rescheduling

- Clients must give at least 10 hours' written notice to reschedule
 - Late cancellations: 50% charge
 - No-shows: 100% charge
 - Tutors cancelling will trigger a reschedule or replacement at no cost
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6. Code of Conduct

6.1 Clients

Clients must:

- Communicate respectfully
- Provide a conducive learning environment
- Avoid off-platform arrangements
- Comply with academic integrity principles

6.2 Tutors, Instructors & Invigilators

Must:

- Arrive on time, prepared, and behave professionally
- Submit accurate timesheets
- Avoid distractions (e.g., personal phone use)
- Maintain confidentiality

Penalties for misconduct include:

- Formal warnings

- Payment deductions
 - Suspension or termination
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7. Intellectual Property

All materials created or shared via Smartprep remain the intellectual property of Smartprep or original content creators. Unauthorized distribution is prohibited.

8. Service-Specific Terms

8.1 Tutoring Services

- Tutor-student compatibility is a priority but not guaranteed
- Trial sessions are subject to normal rates unless otherwise agreed

8.2 Workshops & Group Sessions

- Group session fees are non-refundable once confirmed
- Recordings may be used for platform users unless otherwise requested

8.3 Content Creation and Course Hosting

- Notes creators and instructors grant Smartprep license to host, sell, and market their content
 - Revenue-sharing terms are defined in separate agreements
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9. Academic Integrity

Smartprep does not tolerate:

- Cheating, plagiarism, or impersonation

- Tutor assistance during formal assessments unless under an approved accommodation

Violations will result in immediate termination and potential legal action.

10. Data Protection and POPIA Compliance

Smartprep is compliant with the Protection of Personal Information Act (POPIA). We:

- Store personal data securely
 - Use information only for service delivery and improvement
 - Do not share information with third parties without consent
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11. Indemnity and Limitation of Liability

Users agree to indemnify Smartprep from claims, liabilities, or damages resulting from:

- Breach of these Terms
- Misuse of Services
- Unauthorized conduct during sessions

Smartprep is not liable for indirect or consequential damages including academic outcomes or technical disruptions.

12. Force Majeure

Smartprep is not liable for disruptions due to unforeseen events such as:

- Natural disasters
- Load shedding
- Internet outages

- Health pandemics

Affected services will be rescheduled or refunded at Smartprep's discretion.

13. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of South Africa.

- Disputes should first be addressed through written communication
 - Unresolved disputes may be referred to mediation or South African courts
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14. Amendments

Smartprep reserves the right to amend these Terms. Notice will be given via email and/or posted on the Website. Continued use constitutes acceptance.
