



## 1. About Us

Gradesmatch is an educational technology company that primarily provides career guidance, university/college preparation, and student success services to students in Africa. At Gradesmatch, we believe that solving structural unemployment, high drop-out rates, and education finance shortfalls is possible through a data-driven ecosystem solution; hence we developed the Gradesmatch platform. Our Gradesmatch ecosystem provides student-wrap-around services ranging from tutoring, psychosocial support, and academic resources to ensure student success and meaningful post-graduation employment. Ultimately, we have built infrastructure that enables the journey from education to an economic opportunity for youth in Africa. This document is a POPI notice for our BridgeOne wrap-around platform.

## 2. Terms and Conditions

These terms and conditions (the “Terms and Conditions”), including the Privacy Policy and other documents referred to in these terms and conditions (the “Agreement”), is a legal agreement between you (hereinafter, “you” or “your”) and Gradesmatch (Pty) Ltd, hereinafter referred to as Bridge (“Bridge”), respecting your use of the Services as described herein.

BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON WHEN SIGNING UP FOR THE SERVICES, OR BY OTHERWISE USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THE AGREEMENT DO NOT ACCESS OR USE THE BRIDGE SOLUTION.

If you have any questions or concerns about the terms of this Agreement, please contact us at [bridgeone@gradesmatch.co.za](mailto:bridgeone@gradesmatch.co.za).

## 3. Services

Bridge’s services described in this Section 2 (collectively referred to as the “Services”) consist of the following:

o Bridge will provide access to certain information, material or content (including, pricing, features, promotion and information of third parties) contained on or provided through the Bridge website (the “Content”) to provide information to assist you through the process of becoming a student at a certain Higher Learning Institutions within the Republic of South Africa., including but not limited to Program information, Entry requirements, Fees;



o Where applicable (Premium and Bridge package); Bridge will provide you with the ability to input Your Data into the Bridge Solution and will act as an intermediary to pass Your Data to the applicable Higher Learning Institutions in order to enable you to apply to programs offered by such Institutions (each, an “Application”); and

o Bridge will facilitate an Application by, on a case-by-case basis, assisting you with communications with the applicable Bridge Institutions, passing through Application fees and other payments associated with an Application, and providing guidance and advice associated with an Application.

## 4. License to Use the BridgeOne Solution:

Subject to the terms and conditions in the Agreement and any restrictions contained in the Content, Bridge hereby grants you a personal, non-exclusive, revocable, non-transferable license to access the Bridge Solution solely for the purposes of using the Services, view the Content, and submit an Application to Higher Learning Institutions.

## 5. Your data:

Our reason for collecting your personal information changes depending on the activity we need it for. We collect and process personal information for the following purposes including but not limited to:

5.1. Facilitate the application, verification and selection of students for funding opportunities; Supporting students with university wrap-around Service; Research academic performance trends and Research Family Household income data for the purposes of identifying education funding gaps. Data processing for such services includes, but not limited to below:

5.1.1. Identity Document verification.

5.1.2. Household Income Verification.

5.1.3. Qualifications, Academic results and registration confirmation verification.

5.2. Provide Financial, Psychosocial and Academic Support to the Student .

5.3. Fulfil internal and external reporting which includes Audit requirements for Gradesmatch and linked Funders.

5.4. Process Payment Transactions to students or on behalf of the student to various Suppliers.



5.5. Other activities in relation to a contractual agreement with the student, the Funder, Supplier or Service Provider and any applicable regulations as permissible by Law.

5.6. Managing relationships with all our stakeholders (Students, Funders, Suppliers, Service Providers).

5.7. Managing relationships with all employees, including the Board and various committees.

## 6. Personal Information Collected and Processed:

Personal Information is information which relates to an identified or identifiable natural person or a juristic person, by means of an identifying factor and subject to the applicable data protection laws. The personal information we collect, and process may differ depending on our purpose of collecting and processing your personal information. We may collect and process your personal information subject to the purpose above, which include but are not limited to:

### Personal Information

- Full name and identifying details (including identity or passport numbers)
- Contact details, including telephone numbers, email addresses etc.
- Gender
- Employment details and history, qualifications, and designations
- Educational details, including student number, educational establishment, dates of study, subject studied, exam results, student training records, academic results, academic status, and financial data\transactions
- Complaints and disciplinary records
- Contact Details, including but not limited to telephone number, email address, physical address, postal address etc.
- Income tax numbers, VAT numbers, Company details, Bank account details

### Special Personal Details

- Race or ethnic origin, Health, Mental Health, Disability, Criminal behaviour,  
Biometric, Personal information of children



## 7. Who may have Access to your Personal Information:

Our employees will have access to your personal information for the administration and management of services and various stakeholder relationships. Your personal information may further be shared with third parties for verification, auditing, and reporting purposes, subject to the purpose of us collecting and processing your information, including but not limited to:

- 7.1 Operators, who process personal information for us internally and externally in terms of a contract or mandate, without coming under our direct authority e.g. service providers etc;
- 7.2 Oversight and other regulators, professional bodies and statutory bodies;
- 7.3 Our Board and sub-Board Committees;
- 7.4 Other Committee members;
- 7.5 Linked Funder\’s and managing agencies;
- 7.6 Universities, colleges, or similar entities;
- 7.7 Reciprocal entities;
- 7.8 Potential clients, should you be registered on our platform, and
- 7.9 Government agencies and law enforcement.

## 8. Changes to Terms and Conditions; Changes to Bridge Solution; Right to Edit and Remove Your Data; Suspension or Termination:

### 8.1 Changes to Terms and Conditions

BridgeOne reserves the right to change these Terms and Conditions at any time without notice. Your continued access to or use of the BridgeOne Solution after any changes to these Terms and Conditions indicates your acceptance of such changes. It is your responsibility to review these Terms and Conditions regularly.

- Changes to the BridgeOne Solution

Gradesmatch reserves the right to change, suspend or discontinue the BridgeOne Solution at any time, including the availability of any content at any time, and from time to time, without notice offered by BridgeOne.

- Right to Edit and Remove Your Data

Notwithstanding anything to the contrary herein, BridgeOne reserves the right to review Your Data stored in files or programs on BridgeOne's servers to verify your compliance with this Agreement. Bridge has the right to edit or remove any of Your Data that, in BridgeOne's sole discretion, where BridgeOne believes may be unlawful, obscene, abusive, or otherwise objectionable.

- Suspension or Termination

- o BridgeOne may impose limits on the BridgeOne Solution or terminate or restrict your access to parts or all of the BridgeOne Solution without liability. Where feasible, BridgeOne will provide you with advance notice of such changes, limitations or discontinuance; however, you acknowledge that such notice may not be feasible in all circumstances and that BridgeOne will have no liability whatsoever for its failure to provide such notice to you.

- o BridgeOne reserves the right to revoke your access to the BridgeOne Solution for any abusive conduct or fraudulent use of the BridgeOne Solution and to cease the BridgeOne Solution temporarily or permanently, if your use of the Bridge Solution constitutes, in Bridge's sole discretion, a threat to Bridge or any third party's computer systems, networks, files, materials or other data, or a breach of this Agreement.

- o Without limiting other remedies, BridgeOne may limit your activity, issue a warning, temporarily suspend, indefinitely suspend or terminate your account and refuse to provide BridgeOne Solution to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) Bridge is unable to verify or authenticate any information you provides; or (c) BridgeOne believes that your actions may cause financial loss or legal liability for you, BridgeOne Institutions, other users or BridgeOne. The above-described actions are not BridgeOne's exclusive remedies, and BridgeOne may take any other legal, equitable or technical action it deems appropriate in the circumstances. Bridge will not have any liability to you or any third party in relation to the termination of this Agreement for any reason whatsoever.

## 8.2 Investigations

- o BridgeOne reserves the right to investigate suspected violations of this Agreement.



o You will cooperate with: (A) Governmental or Regulatory Authorities in the investigation of suspected criminal violations; (B) BridgeOne Institutions investigating academic fraud or other misdemeanours, relating to your Application or otherwise; and (C) system administrators at Internet service providers, networks or computing facilities, and other content providers, in order to enable Bridge to enforce the terms and conditions of this Agreement.

## 9. Protection and Retention of your Personal Information:

We will take the necessary steps to secure the integrity and confidentiality of personal information in our possession and under our control by taking appropriate, reasonable technical and organisation measures to prevent loss of damage to or unauthorised destruction of your personal information and unlawful access to or processing of personal information, regardless of the format in which it is held.

We will retain your personal information for a period as required to achieve the purpose for which the personal information was initially collected or subsequently processed unless further retention is required or authorised by applicable law, or we reasonably require the records for lawful purposes related to our functions or activities, or to meet requirements stipulated in a contract or you (or a competent person where you are a child) have given appropriate consent for the retention of a record.

We may retain your personal information for periods longer than these periods for historical, statistical or research purposes based on us maintaining appropriate safeguards against the records being used for any other purposes.

In the event in which we used your personal information record to make a decision about you, we shall retain the record for such a period that may be required or prescribed by law or code of conduct or if there is no law pertaining to the retention of the record, retain the record for a period sufficient to afford you a reasonable opportunity, taking all considerations relating to the use of the personal information into account, to request access to the record.

## 10. Your Obligation to Report Errors:

You will promptly and accurately report to Bridge any actual or apparent errors, problems, nonconformities or other difficulties with the Bridge Solution, along with any other information reasonably requested by Bridge to aid in resolving such errors, problems, nonconformities or other difficulties, and hereby consent to the collection, processing, transmission and disclosure of such information by Bridge for the purposes of Bridge's internal use to improve the Bridge Solution or other Bridge products or services.



## 11. Submissions:

11.1 Any suggestions, bug reports or other communications respecting the functionality of the Bridge Solution or Bridge's website that you transmit to Bridge by any means (each, a "Submission"), are considered non-confidential and may be disseminated or used by Bridge or any third party without compensation or liability to you for any purpose whatsoever, whether for inclusion as part of the Bridge Solution or otherwise.

11.2 You hereby grant Bridge, its affiliates and successors a perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, distribute, transmit, modify, develop, prepare derivative works of any Submission on, through or in connection with the Service, including for promoting, improving and developing the Bridge Solution. This provision does not apply to Personal Information that is subject to Bridge's Privacy Policy.

## 12. Intellectual Property:

The BridgeOne Solution is owned by Gradesmatch or its third-party licensors, who retain all right, title and interest therein. The BridgeOne Solution is protected by South African and international copyright laws. In addition, other intellectual property laws (including patent laws) and treaties may protect the Bridge Solution. You do not acquire any intellectual property or other proprietary rights under this Agreement, including any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Bridge Solution, or any part thereof. Any rights not expressly granted under this Agreement are reserved to Bridge or its third-party licensors.

## 13. Term and Termination

13.1 This Agreement will commence upon your acceptance of these Terms and Conditions on the BridgeOne website.

13.2 This Agreement may be terminated by either Party for any reason, without cause, upon 30 days' notice addressed to the other Party.

13.3 This Agreement may be terminated by Bridge immediately upon notice for cause if:

13.4 You commit a material breach of this Agreement and fail to rectify the breach within 30 calendar days of BridgeOne delivering notice of the breach; or

- you commit a breach of any of your representations in this Agreement; or
- if BridgeOne is prevented from providing any portion or all of the Bridge Solution due to: (A) your acts or omissions in breach of this Agreement; (B) acts or omissions of any third party (including



any Bridge Institution); or (C) any Applicable Law or ruling issued in any form whatsoever by a Governmental or Regulatory Authority.

## 14. Your Indemnities

You will indemnify, defend and hold harmless BridgeOne, and all of its officers, directors, employees and agents, its parent company, subsidiaries and affiliates, from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable legal and accounting fees, directly or indirectly due to, arising out of or in connection with:

- your access to the BridgeOne Solution, and any reliance on any Content obtained by you through the Bridge Solution; or
- your unauthorized use or misuse of the Bridge Solution; or
- your breach of this Agreement; or
- the infringement, violation or misappropriation by you, or any third-party obtaining access to the Bridge Solution through your Access Information, of any intellectual property or another right of any third person or entity; or
- your violation of any Applicable Laws.

## 15. Limitation of Liability

15.1 To the maximum extent permitted under Applicable Law, in no event will BridgeOne be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any indirect, incidental, consequential, special, exemplary or punitive damages, lost profits, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities, whether or not Bridge is advised of the possibility of such damages, resulting from or related to the use of, or the inability to make use of, the Bridge Solution.

15.2 To the maximum extent permitted under Applicable Law, in no event will the total aggregate liability of BridgeOne in connection with or under this Agreement or your use of, or inability to make use of, the BridgeOne Solution, or for any other claim related in any way to your use of, or inability to make use of, the BridgeOne Solution exceed the sum of R5,000 South African Rands. For greater certainty, the existence of one or more claims under this Agreement will not increase the maximum liability amount.

15.3 Nothing in this Agreement limits BridgeOne liability for fraud, personal injury or death to the extent found to be caused by Bridge's negligence or wilful misconduct.





15.4 The limitations in this Section reflect the allocation of risk between the Parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

15.5 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

For any other requests regarding access to information, whether created by Gradesmatch or under our control, you can complete the request form accessible on this website through your account or email us at [protectpidata@gradesmatch.co.za](mailto:protectpidata@gradesmatch.co.za).