

Terms and Conditions

Effective Date: June 2026

Welcome to **Thuma Mina Teaching NPC (Registration No. K2020/187250/08)**.

These Terms and Conditions govern your use of our public website (www.tmteaching.co.za) and our learning platform LearnLab (learn.tmteaching.co.za). Please read them carefully before using either platform.

These terms apply to all visitors, users, donors, schools, and partners who access or use our website and digital resources. Registered users of LearnLab – teachers and parents – are also bound by the additional LearnLab platform terms set out in sections 13 to 17 of this document.

If you do not agree with any part of these Terms, please do not use our website or platforms.

1. Use of This Website

You may use this website only for lawful purposes and in a manner consistent with its educational and charitable intent.

By using this website, you agree **not to**:

- Interfere with or disrupt the security, functionality, or performance of the site.
- Attempt to gain unauthorised access to any part of the site, server, or data.
- Copy, distribute, or modify content for commercial gain without written permission.

Thuma Mina Teaching NPC reserves the right to restrict or terminate access to the site if these Terms are breached.

2. Intellectual Property Rights

All materials on this website – including but not limited to videos, lesson scripts, slides, quizzes, graphics, written text, images, and logos – are the property of Thuma Mina Teaching NPC unless otherwise stated.

You may view, share, and download our resources for personal, educational, or non-commercial use, provided that:

- You keep all copyright and attribution notices intact.
- You do not modify the content in a way that changes its educational meaning or intent.

Any use of our content within another digital platform – including, but not limited to, school or organisational Learning Management Systems (LMS), educational apps, or intranets – requires a licence agreement with Thuma Mina Teaching.

Please contact us at connect@tmteaching.co.za for licensing enquiries or permissions.

No material from this website may be reproduced, sold, or distributed for commercial purposes without prior written consent from Thuma Mina Teaching NPC.

3. Educational Content Disclaimer

Our lessons, videos, and supporting resources are designed to enhance teaching and learning in line with the South African national curriculum (CAPS). While every effort is made to ensure accuracy and quality, Thuma Mina Teaching NPC makes no guarantees about specific learning outcomes, academic performance, or examination results.

Users rely on our materials at their own discretion, and Thuma Mina Teaching cannot be held liable for any loss, injury, or damages arising from their use.

4. External Links and Third Parties

Our website and platforms may include links to or integrations with third-party platforms. These platforms are not operated or controlled by Thuma Mina Teaching and we are not responsible for their content, policies, or data protection practices.

Third-party platforms currently used by or linked from TMT include:

- YouTube – video content hosting (Google)
- PayFast – donation payment processing
- Meta – Facebook page, Instagram account, and Facebook OAuth login on LearnLab
- TikTok – educational content channel (TikTok Pte. Ltd.)
- WhatsApp – teacher and adult stakeholder communication channel (Meta Platforms)

We encourage you to review the terms and privacy policies of any third-party platforms you interact with through TMT.

5. Donations and Payments

Donations made through this website are processed by PayFast, a secure third-party payment provider. By making a donation, you also agree to PayFast's terms and privacy policy. All payment transactions are encrypted and processed through **PCI DSS-compliant** systems. Thuma Mina Teaching NPC does **not** have access to or store your card details.

6. Refunds and Receipts

Donations are considered **non-refundable** unless a clear error (such as a duplicate transaction) has occurred.

If you believe a mistake was made, please contact us at connect@tmteaching.co.za within **7 days** of your donation, and we will investigate promptly.

Thuma Mina Teaching NPC is a registered **Public Benefit Organisation (PBO 930069195)**.

Eligible South African donors may request a **Section 18A tax certificate** for qualifying donations.

7. Limitation of Liability

While we make every effort to ensure that our website and its content are reliable, secure, and accurate, we cannot guarantee uninterrupted access or complete freedom from errors.

Thuma Mina Teaching NPC, its employees, contractors, and affiliates shall not be held liable for any direct, indirect, incidental, or consequential damages arising from the use of this website, its resources, or linked platforms.

8. Privacy and Data Protection

Your privacy matters to us.

TMT collects and processes personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and our Privacy Policy, which is available at www.tmteaching.co.za and forms part of these Terms and Conditions.

TMT processes personal information on LearnLab on the following lawful bases under POPIA:

- Teacher account and usage data: section 11(1)(b) — processing necessary for the performance of the registration agreement.

- Parent account data: section 11(1)(b) – processing necessary for the performance of the registration agreement.
- Learner data via parent registration: section 35(1)(a) – processing with the prior consent of a competent person (parent or guardian).
- Learner data via school enrolment: section 35(1)(a) of POPIA – processing with the prior consent of a competent person (parent or guardian), confirmed through either parent direct registration on LearnLab or signed parental consent forms provided to TMT before any account is created.
- Account verification data during the review period: section 11(1)(b) or section 11(1)(f) – steps necessary to conclude the registration agreement, or legitimate interests of TMT in verifying user identity before granting access to a children's platform.

Where TMT processes personal information beyond what is strictly necessary for platform delivery – for example, sharing anonymised impact data with funders – a separate active consent will be sought at that point.

Your rights under POPIA, including the right to access, correct, and request deletion of your personal information, are described in full in our Privacy Policy and in sections 15 and 17 of these Terms. To exercise any of these rights, contact our Information Officer at connect@tmteaching.co.za.

9. Intellectual Property in Partner Use and Licensing

Thuma Mina Teaching welcomes collaboration with schools, NGOs, aftercare centres, and educational institutions.

However, when our content is **integrated, hosted, or embedded within an external Learning Management System (LMS)** or any digital platform owned by a third party, a **licensing agreement** must first be obtained.

This ensures that:

- Our content remains accurate and unaltered.
- Learners and teachers receive high-quality, authorised resources.
- Partner platforms have executed a written Data-Sharing Agreement with TMT in the prescribed form, and access is conditional on continued compliance with the terms of that Agreement.

Any partner organisation or school wishing to access TMT's systems or learner data must first execute a written Data-Sharing Agreement with TMT. Access to learner data will not be granted

until this Agreement is in place. For licensing and partnership discussions, please contact us at connect@tmteaching.co.za.

10. Governing Law

These Terms and Conditions are governed by the laws of the **Republic of South Africa**. Any disputes arising under these Terms shall fall within the jurisdiction of South African courts.

11. Changes to These Terms

Thuma Mina Teaching NPC may update or amend these Terms and Conditions from time to time. The latest version will always be available on our website with an updated effective date.

12. Contact Us

For any questions, permissions, or concerns regarding these Terms and Conditions, please contact our Information Officer:

Information Officer: Leopold van Velden

Email: connect@tmteaching.co.za

Address: Thuma Mina Teaching NPC, Wellington, Western Cape, South Africa

13. LearnLab Platform Terms:

LearnLab (learn.tmteaching.co.za) is TMT's learning platform for teachers and learners in South African schools. The following terms apply to all registered users of LearnLab in addition to the general website terms above.

LearnLab is accessible to two user types only: teachers and school staff who self-register, and parents or legal guardians who register on behalf of their child. Learners may not register themselves under any circumstances.

LearnLab accounts are active from the point of registration. When a new account is created, TMT receives an email notification and a staff member conducts a review of the registration within one week to confirm it is valid. Where the review identifies a concern – for example where the parent details are implausible, or where the account appears to have been created by a learner without parental involvement – TMT will suspend the account and contact the account holder for clarification. If the registration remains unverified 30 days after the concern is identified, TMT will delete the registration data.

TMT reserves the right to suspend or terminate any LearnLab account in the following circumstances:

- Breach of these Terms and Conditions
- Inaccurate or false registration information
- An account holder found not to be a genuine teacher or school staff member after registration
- A safeguarding concern
- The lapsing of a school Data-Sharing Agreement where the account was created under that Agreement
- Withdrawal of parental consent

Where an account is terminated, the user's personal information will be deleted within 30 days of termination unless TMT is required to retain it by law, for the resolution of an outstanding dispute, or where the data has been properly anonymised and de-identified, in which case it ceases to be personal information under POPIA and is not subject to deletion.

14. Teacher Account Terms

Teachers and school staff may self-register on LearnLab by completing the teacher registration form. By submitting the registration form and ticking the teacher declaration, the teacher confirms they are a qualified educator or school staff member and consents to TMT processing their personal information for the purposes described in the Privacy Policy.

Teacher accounts are active from the point of registration. A TMT staff member conducts a review of every new teacher account within one week to confirm it is valid, based on the school email address and the information provided at registration.

Teachers may use LearnLab to access CAPS-aligned learning content and to support learner enrolment through their school under a written Data-Sharing Agreement with TMT.

Teachers may not enrol learners on LearnLab without a signed Data-Sharing Agreement between their school and TMT. The lawful basis for processing teacher account data is section 11(1)(b) of POPIA – processing necessary for the performance of the registration agreement.

15. Parent Account registration and Learner account terms

Learners may not register themselves on LearnLab under any circumstances. A parent or legal guardian must register on behalf of their child using the parent registration channel.

By completing the parent registration form and ticking the parental consent declaration, the parent or legal guardian:

- Confirms they are the child's parent or legal guardian
- Gives consent as a competent person under section 35(1)(a) of POPIA for TMT to process their child's personal information for the purposes described in the Privacy Policy
- Confirms that the information provided about their child is accurate.

This consent is the active, specific, and informed consent required by POPIA. It is not implied by use of the platform.

For learners aged 12 and older, the learner must also give their own assent at first login before accessing any content. If a learner aged 12 or older withholds or withdraws assent, TMT will not process that learner's personal information regardless of parental consent.

TMT collects only the minimum personal information necessary for the educational purpose – the learner's first name, surname, school, and grade.

Parents have the following rights under POPIA in respect of their child's personal information:

- The right to access the personal information TMT holds about their child
- The right to request correction or deletion of information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or unlawfully obtained under section 24(1)(a) of POPIA – this right may be exercised at any time
- The right to request deletion of records TMT is no longer authorised to retain under section 24(1)(b) of POPIA – this right applies typically at or after account closure
- The right to withdraw consent under section 11(2)(b) of POPIA at any time – withdrawal does not affect the lawfulness of processing carried out before withdrawal

To withdraw consent or exercise any of the above rights, contact connect@tmteaching.co.za. On withdrawal of consent, the child's LearnLab account will be deactivated and their personal information deleted within 30 days.

Note: where a learner's account was created through a school Data-Sharing Agreement rather than direct parent registration, please refer to Section 16 below.

16. School Channel and Data-Sharing Agreement

Where a school enrolls learners on LearnLab, the process requires two instruments – not one. First, the teacher and school sign a written Data-Sharing Agreement with TMT. This governs the overall relationship and sets out the obligations of each party.

Second, TMT requires confirmed parental consent for each individual learner before any account is created. This is satisfied through one of two methods:

The preferred method is for the teacher to direct each parent to register directly on LearnLab, where the parent completes the parental consent declaration themselves. TMT holds the consent record directly, which fully satisfies the burden of proof under section 11(2) of POPIA.

Where direct parent registration is not practicable, the teacher obtains a signed parental consent form from each parent specifically authorising TMT to process their child's data on LearnLab. The teacher provides these signed forms to TMT before any learner account is created. TMT holds copies as documentary proof of consent.

No learner account is created until TMT holds confirmed evidence of parental consent through one of these two methods. The school's general enrolment consent is not treated as sufficient proof of parental consent for LearnLab processing.

Any processing of school-channel learner data by TMT beyond platform delivery – including use for internal impact reporting or sharing with third-party funders – requires separate written authorisation from the school.

Where a Data-Sharing Agreement lapses and is not renewed, learner accounts created under that Agreement will be suspended immediately and their personal information deleted within 30 days unless a new Agreement is executed.

Parents of learners enrolled through a school should direct rights requests – including access, correction, and deletion – to their school in the first instance. TMT will cooperate fully with schools in fulfilling such requests. Deletion of school-channel learner data on account closure is governed by the Data-Sharing Agreement between TMT and the school.

The Data-Sharing Agreement is the written contract required by section 21 of POPIA governing the relationship between TMT and the school. Access to learner data through the school channel is conditional on a valid, signed Data-Sharing Agreement being in place.

Lawful Basis for Processing

Learner data via school enrolment: processing with the prior consent of a competent person – parent or guardian – confirmed through either parent direct registration on LearnLab or signed parental consent forms provided to TMT before any account is created (section 35(1)(a) of POPIA).

17. Account Closure and Data Deletion

When a LearnLab account is closed – whether by the user, by parental withdrawal of consent, or by TMT – the following applies:

TMT will delete or de-identify the user's personal information within 30 days of account closure, unless TMT is required to retain it by law, for the resolution of an outstanding dispute, or where

the data has been properly anonymised and de-identified, in which case it ceases to be personal information under POPIA and is not subject to deletion.

Users have the following deletion rights under POPIA:

- Under section 24(1)(a): the right to request correction or deletion of personal information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or unlawfully obtained. This right may be exercised at any time, not only on account closure.
- Under section 24(1)(b): the right to request deletion of records that TMT is no longer authorised to retain under section 14 of POPIA. This right applies typically at or after account closure.

POPIA does not provide an unconditional right to demand deletion in all circumstances. TMT will act on deletion requests where the statutory grounds under section 24(1)(a) or section 24(1)(b) are established. Where TMT relies on consent under section 11(1)(a) as the lawful basis for a specific processing activity, that consent may be withdrawn at any time under section 11(2)(b). Withdrawal stops that processing going forward but does not affect processing already carried out.

Where TMT processes personal information on the contractual basis under section 11(1)(b), such processing is necessary for TMT to provide the LearnLab platform and cannot be terminated by withdrawal of consent. In these cases the user's option is to close their account, which will trigger deletion of personal information as set out above. Where TMT relies on the legitimate interests basis under section 11(1)(f), a user may object to that processing under section 11(3)(b) unless legislation or a written agreement provides otherwise. In practice, TMT relies on section 11(1)(f) only for account verification during the review period, and this ceases automatically once verification is complete.