

Terms of Service - The Do Group ("Do")

This Terms of Service version was last updated on 01 Jan 2024 and historic versions are archived and can be obtained by contacting us.

1. Definitions

In this Agreement, the following expressions bear the meanings assigned to them hereunder, and cognate expressions bear corresponding meanings:

- a) Everskill – Everskill is an online education brand of the "Do Group" and is operated by Livingstone Capital (Pty) Ltd, registration number 2016/033114/07;
- b) Do Group or Group - In this document, references to "Do" or "the Group" are to Livingstone Capital (Pty) Ltd (reg: 2015/257665/07) and its subsidiary and affiliates companies, including divisions, and business units. The Group consists of: The do life company (Pty) Ltd. (reg: 2020/547015/07), Isikolo Online (Pty) Ltd (reg: 2019/129155/07), Livingstone Venture Fund (Pty) Ltd (reg: 2016/070888/07). The Group operates from South Africa and is domiciled in this jurisdiction.
- c) Do Skills – Do Skills is an online education brand of the "do group" and is operated by Livingstone Capital (Pty) Ltd, registration number 2016/033114/07
- d) Customer – a person or legal entity that purchases a course or product from a Group company.
- e) Courses – all courses provided by Everskill, Group Company or any Course Creator Partner is self-study courses that do not have any live tutoring support, except for our digital chat tutor developed in conjunction with Open AI. All the courses are developed with best-in-class instructional design principles and ample video lectures and questions to test your progress throughout the course.
- f) Course Creator Partner – Everskill and the Group partners with industry leaders in online education, subject matter experts, industry professionals to offer our customers access to these relevant and fit for purpose self-improvement courses at affordable prices. The Group does not own these partner courses and we are a reseller in simple terms.
- g) Do life Courses – are micro life enhancing courses developed to improve daily decision-making and to support better life decisions and lifestyles. The micro courses are provided by the do life company and are offered as a subscription membership service or free value enhancing benefit for all existing Group customer. The normal free value add is a subscription for 6 months.
- h) Digital Domains – includes any and all websites, applications, software, servers, blogs, pages, digital products, digital forms, ebooks or publications, hosted in the Jurisdiction or outside in foreign territories.
- i) Reward and Loyalty Partners – these are either Group companies, third-party companies or brands that partner with the Do Group.

- j) Certification Preparation Course – some of our courses are aimed at preparing you for industry or professional exams conducted by companies, industry bodies or brands. These exams are to gain formal certification in a specific technology.
- k) Labs – practise labs are online practical laboratories that simulate real live environments, practice labs are sold separately and are limited to only certain Courses.
- l) Industry Exams - some of our courses also qualifies you to take the international exam from industry leaders like CompTIA, Microsoft, etc. These industry certifications. These exam costs are not included in the price, and you can book the exam directly with the external body once you have completed your course with us.
- m) Course Types – all Courses offered by the Group or Everskill, whether its own or Partner Courses are either preparation courses meant to prepare customers for industry exams or short training course for which no credits are awarded, and it is not registered on the South African Qualifications Authority (SAQA) or any other quality assurance body, unless expressly stated.

We encourage all our customers to take note of our courses and their status. The courses we offer are not qualifications and should not be construed in anyway as such. They do not carry any credits in terms of the National Qualifications Frameworks (NQF), or the likes in other jurisdictions or countries, nor will they result in the obtaining of a registered qualification on the NQF or the like in other jurisdiction. If we offer any certification courses or some regulated accreditation courses, we will expressly state the nature thereof on the course page. Our courses are training courses in various areas and we only partner with reputable and credible partners to ensure we offer a quality product to our customers., By accepting these Terms of Service our customer expressly opts into this disclaimer that they fully understand the nature and standing of our courses in terms of any reference framework used by a jurisdiction.

2. Express Provisions

- 2.1 All the Group's or Everskill's Courses, whether Course Creator Partner, 3rd party or owned courses, meet the quality standards of Group, should any customer not be satisfied they can utilise the no questions asked 7-day cancellation policy and get a 100% refund.
- 2.2 Whilst the Group and Everskill are satisfied with the quality of our training solutions, products and courses, student may want a qualification on the NQF. In these circumstances we strongly advise such customer to consult with registered universities or colleges in their area, because that isn't us and should never be construed as such. Please read this carefully so that you are properly informed, we do not offer qualification, credits or part qualifications, so please if you are looking for that engage with one of our benefit partners who are registered and accredited educational institutions.
- 2.3 We have agreements with various private higher education providers and colleges where members/customers of the Do Group can get significant discounts on formal qualifications offered by them. Please consult our resources and rewards pages on our various websites and applications.

3. Course Cost & payments

- 3.1 The Course cost charged for the Courses includes a) access to the online learning platform, b) online course materials, c) 12 months access to the course materials (note that should extension be required it can be arranged at a discounted fee), d) administrative support during office hours 9 am to 4 pm weekdays.

- 3.2 Should the customer not have completed their Course in the 12 months, their access will expire. It can be reactivated on payment of a small fee for another 6 months.
- 3.3 The Group or Everskill do not provide any textbooks or send anything via courier in relation to your studies, all our Courses are fully online.
- 3.4 Costs are paid in full upfront and customers can utilise our payment partners differed purchase products such as Mobicred or the like, but that is an agreement between the 3rd party and yourself.
- 3.5 The Course Cost does not include a) Industry Exams cost, b) Tutoring and Lecturing (These are done via the prerecorded video lecturer), The Exam links are regularly updated on our websites. Please ensure you research these costs, so you don't get a surprise later on.
- 3.6 Courses are only sold to adults older than 18 years and whilst we allow people younger than 18 years old to do one of our Courses, they need to be assisted by the Parent, Guardian, or Ward when purchasing any of our solutions.
- 3.7 The Group and Everskill reserve the exclusive right to stop offering any Course, service, or product at any time.

4. Cancellation, Refunds & Changes

- 4.1 The Group and Everskill has a 7-day no questions asked refund policy, if you are not entirely satisfied with the Course you purchased, you can request a cancellation and a refund within 7 days of purchase. Refunds can take up to 5 days to process and you will be notified once it has been processed. The date of purchase excluded and last day included.
- 4.2 If a voucher or discount code was used in your purchase that voucher or discount will be cancelled and no longer be valid. The refund will be only for the amount actually paid by the customer.
- 4.3 Any refund and cancellation request received after the 7 days has expired will incur a once of fee of R500 to cover Course Creator Partner or 3rd Party licensing and expenses incurred.
- 4.4 Upon cancellation in out outside the 7 days, the customer will loose access to any Learning Management System and may lose any Rewards and Benefits (both current and future), or memberships they may have accrued as part of their purchase.
- 4.5 A Customer can request a course change within 25 days from their purchase, at no charge subject to no certificate issued to the Customer. Any charge of course will attract a service charge of R500 to defer expenses.

5. Certification

- 5.1 Once a Customer has completed their course by passing their end of course assessment, they will receive a digital Everskill certificate of completion.
- 5.2 To ensure that the name and surname on the certificate is correct, the Customer must ensure that their details are correct in our Digital Domains or account. Any certificate needing to be re-issued will be charged R100.
- 5.3 For all Certification Prep Courses, it is the customer's responsibility to familiarize themselves with the certifying body's rules, dates, cost, and administrative processes to complete the exam.
- 5.4 The Group or Everskill is not responsible for any of the Industry Exams or their certification process.

6. Copyright & Intellectual Property

- 6.1 Copyright exist and subsists in the Courses offered by the Group and Everskill. Any unauthorized reproduction, copying, and/or distribution of the Course content are acts of copyright infringement and make the customer liable for civil law copyright infringement

and may in certain circumstances make the student liable for criminal prosecution. So please do not do this.

- 6.2 All rights, title, and interest in and to Group Brands, Logos, Digital Domains, Websites, Platforms and Services, including existing or future applications, software, APIs, databases, and the content provided by the Group, employees, or partners through our services, are and will remain the exclusive property of the Group or its partners.
- 6.3 All our Digital Domains, which include websites, application, digital service, platforms and software are protected by copyright, trademark, and other laws of South Africa and foreign countries.
- 6.4 Nothing in the relationship with our Customer's grants any person any rights to use the Group Brand, Names, Likeness or any of their trademarks, logos, domain names, and other distinctive brand features.
- 6.5 Any testimonial, reviews, feedback, comments provided about the Group's products or service are entirely voluntary, and the Group will be free to use such feedback, comments, or suggestions as they see fit and without any obligation to the Customer.
- 6.6 Technology restriction apply to all Digital Domains, thus while using any of platforms or applications, the Customer may not:
 - 6.6.1 access, tamper with, or use restricted areas of the platform (including content storage), the Group's software systems, or any private systems owned and/or operated by the Group or partners.
 - 6.6.2 interfere with, disable or try to circumvent any of the security or other features of the Digital Domain related to security or probe, scan, or test the vulnerability of any system.
 - 6.6.3 copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content within Digital Domains.
 - 6.6.4 access or search or attempt to access or search the Digital Domains by any means (automated or otherwise) other than through the currently available search functionalities that are provided via our Digital Domains, or API (and only pursuant to those API terms and conditions).
 - 6.6.5 Scrape, spider, or utilize other automated means of any kind to access the Digital Domains, including but not limited to accessing API endpoints for which Customers have not been provided authorization.
- 6.7 The Customer shall not use any of the Group's products, service, courses or Digital Domains or any part thereof for any commercial purpose.
- 6.8 The Group reserves the exclusive right to terminate this Agreement and any other agreement it has with the Customer, should the Customer be found to be in breach of any of the provisions of this clause.

7. Indemnification

- 7.1 The agrees to indemnify and hold harmless the Group, its directors, officers, employees, agents, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Customer's use of the Group's products or service, our 3rd party reward and benefit partners, or any part thereof or any breach of this Agreement.
- 7.2 By using any of the Group's products or services, you acknowledge and accept that there may be risks involved. This includes the possibility of injury/loss/damage if you access financial, wellness and other content in our Do Life memberships. If you suffer any loss or damage while using our Platform or Services, you will not be able to seek damages against Group. The Group and our Group companies, brands, suppliers, partners, and agents will not be liable for any indirect, incidental, punitive, or consequential damages to the extent allowed by law. This includes, but is not limited to, loss of data, revenue, profits, business opportunities, or personal injury or death. Our liability, and the liability of the group companies, suppliers, partners, and agents, is limited to a maximum of the amount you have

paid us in the past for any product or service. Some jurisdictions may not allow the exclusion or limitation of liability for consequential or incidental damages.

- 7.3 If your actions result in legal claims against the Group, we reserve the right to exercise legal recourse against you. You agree to indemnify, defend (if requested), and hold harmless the Group, our group companies, and their officers, directors, suppliers, partners, and agents from any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from your content, use of our services, violation of these terms and condition, or violation of any rights of a third party. Your indemnification obligation will continue even after the termination of these terms and your use of our services.

8. Limited Warranties

- 8.1 The Group and Everskill represents and warrants that the platforms and course will be free of material errors or defects, and that all Services will be performed in a good and workmanlike manner. In the event customer believes that Everskill is in violation of this limited performance warranty, the customer shall notify Everskill in writing and Everskill shall use reasonable commercial efforts to correct any error or defect.
- 8.2 In addition, Everskill further represents and warrants that (a) the Platform shall be free of viruses or other malicious code; (b) the Platform and the Services shall comply with all applicable SA laws, rules, and regulations; and (c) Everskill presently has in effect, and will continue to have in effect throughout the Term of this Agreement, privacy and data security policies, practices and procedures that comply SA laws, rules, regulations, and best practices in the industry.

9. Data & Privacy

- 9.1 This section must be read with Group's Privacy Policy and any other related policy.
- 9.2 In terms of POPI, the Group has a legal duty to process personal information in a lawful, legitimate and responsible manner. To accomplish that the Group requires our customers' express and informed consent to process his/her/its Personal Information.
- 9.3 The main purpose we collect and process you're Personal Information is to enable it and/or its appointed agents or service providers to, but not limited to:
- 9.3.1 conclude the Agreement with the Customers in respect of our products and services, fulfil our obligations and exercise its rights in terms thereof, including but limited to, the functions of administering, provisioning, billing and reconciliation, maintenance, and support required in terms of the Agreement and/or the applicable Programme;
- 9.3.2 comply with the applicable tax and financial legislation applicable in the Republic of South Africa; retain certain records and to report to regulatory authorities in accordance with applicable laws in the Republic of South Africa;
- 9.3.3 communicate and update our current and future Customers about new product and/or services offered, subject to the Customer's right at any time to opt out of such communication;
- 9.3.4 perform appropriate checks and verifications of the Customer's financial and educational background;
- 9.3.5 conduct product and service research and development; improvements; enable and facilitate fraud detection and prevention; monitor sales and revenue; perform market, customer and customer use analyses and to report thereon;
- 9.4 All Personal Information which our Customers provides to us will be held and/ or stored in a secure manner for the purpose of enabling us to deliver the product or service in accordance with the terms of the agreement we have with them.

10. Communications

- 10.1 The Group and Everskill's contact details are provided on the contact us page of our website. It is the responsibility of the customer to familiarise themselves with the specific communication channels specific to their Programme or course, Everskill can unfortunately not accept responsibility should the customer send info to the incorrect address.
- 10.2 The Customer undertakes to notify the Everskill via email of any changes to their contact details, preferably as soon as possible, as we communicate via email and sms. The customer expressly agrees that the Everskill or its duly authorised agents may communicate by e-mail/SMS (short message service)/WhatsApp to the Student's computer/cellular telephone as provided by them. These methods will be regarded as a valid method of sending any administrative communication in respect of the agreement.
- 10.3 Everskill or its agents will send all notices and any other documents to the email address provided the customer.
- 10.4 The Customer confirms that he/she/They would like to hear from us and our Reward and Loyalty partners about special offers and value adding products. Any opt-out can be done by sending us an email requesting to be placed on the Do Not Market (DNM) list.

11. Partners, Rewards, Promotions, & Discounts

- 11.1 The Group or our partners may offer specials and promotions to students as a way to incentivize and reward participation in our products and services. The terms and conditions, as well as any expiration date, will be specified with any promotional special.
- 11.2 It is important to note that these promotions, as well as any promotional value linked to them, may expire if not used within the specified period. Additionally, gift and promotional codes offered by the Group cannot be exchanged for cash. For promotions offered by our partners, their policies will apply.
- 11.3 The Group may partner with various 3rd party organisation to offer exclusive benefit, promotional discounts, rewards, memberships, and other value adding products or services. These are done in partnership with the 3rd party and these various aspects will be governed by terms and condition, and inclusive of these terms of service.
- 11.4 The Group reserves the right to modify or cancel any rewards, benefit, promotion, special or codes at any time and for any reason. Any unused portion of the promotion at the time of cancellation will be forfeited.
- 11.5 The Group also reserves the right to deny or revoke any reward, benefit, promotions, or special offer that it believes have been obtained or used through fraudulent or unauthorized means.

12. At Own Risk

- 12.1 By using Digital Domains of the Group, the Customer acknowledges that there are always some risks associated with accessing Courses, Application, or services, or interacting with other customers and employees, creating and publishing of any content. You use these platforms at your own risk.
- 12.2 During a Customer's use of our products, Courses or Service they may be exposed to content that is offensive, indecent, or objectionable. Although the Group makes every attempt within their capability, it is not responsible for protecting you from such content and is not liable for your access or enrolment in any course or other content, to the extent permissible under applicable law. This also applies to any content relating to financial, health and wellness. You assume full responsibility for the choices you make before, during, and after accessing such content.

- 12.3 When interacting with other Group employees, service providers, contractors, it is important to be careful about the personal information that you share. We do not control what customers do with the information they obtain from other users on any Digital Domain, and you should not share your email or other personal information for your safety.
- 12.4 Although we take reasonable care in our recruitment and contracting of employees and service providers, we are not responsible or liable for any interactions between Customers and employees/service providers/contractors outside of the scope of agreement we have with them. Some contractors or service provider perform direct services whilst other we act as a conduit and are not a responsible party in that relationship. Any conduct that takes place outside of scope is not the responsibility of the Group. If you believe conduct is questionable you are obliged to report this immediately for investigation – whistle@dolife.io
- 12.5 Our Digital Domains may contain links to other websites that we do not own, control or are involved in. The Group is not responsible for the content or any other aspect of these third-party sites, including their collection of information about you. You should read their terms and conditions and privacy policies.

13. Complaints & Disputes

- 13.1 Any Customer complaint may be sent to help@skills.dolife.io for resolution. We at the Do Group and Everskill aim to resolve complaints and disputes before they turn the proverbial ugly, so let's talk if you are unhappy or need support to get going.
- 13.2 If the parties are unable to resolve any disputes through consultation, they agree to resolve any claims related to these terms through final and binding arbitration, regardless of the type of claim or legal issue. If one party brings a claim in court that should be arbitrated and the other party refuses to participate, the other party can request the court to compel arbitration. Either party can also ask the court to halt court proceedings while an arbitration is ongoing.
- 13.3 The Parties agree to submit the Dispute for mediation by a mediator mutually selected by the Parties. If the Parties are unable to agree upon a mediator within 5 (five) Business Days from the date on which a Party demanded mediation in writing, then the mediator shall be appointed by the chairman for the time being of the Arbitration Foundation of Southern Africa (hereinafter referred to as "AFSA"). Such mediation shall be held in camera, in English, in East London, and in accordance with the rules determined by the mediator and the timeframes agreed to by the Parties and the mediator.
- 13.4 If the Parties fail to resolve the Dispute by way of mediation as referred to in clause (13.2 & 13.3) above, the Dispute shall be submitted to a court of competent jurisdiction.

14. General Provisions

- 14.1 No failure by either Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself, or be used as an estoppel against any party in respect of its rights under this Agreement.
- 14.2 These terms and service along with Group policies and procedures forms the entire agreement between the Parties and no amendment will be valid unless reduced to writing and signed by both parties.
- 14.3 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 the Group 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.

- 14.4 Your continued use of our Products and Services after changes become effective shall mean that you accept those changes. Any revised term and condition shall supersede all previous terms.
- 14.5 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be deemed null and void, and the remaining provisions of this Agreement shall remain in effect.
- 14.6 Any notices to be given to the Group or Everskill in terms of this Agreement shall be in writing and delivered by hand during ordinary business hours, or dispatched by email during normal business hours or sent by pre-paid registered mail to the addresses specified below, which addresses choose as their domicilia citandi et executandi for the delivery or service of all notices, communications or legal processes arising out of this Agreement.
- 14.7 The Group's domicilia citandi et executandi: 18 Ajax Crescent, Cambridge, East London, help@skills.dolife.io
- 14.8 The Customer elects their domicilia citandi et executandi as the address and details completed by or provided by you in the application process.
- 14.9 Every notice shall be deemed to have been properly given, in the absence of proof to the contrary; if delivered by hand, on the business day following the day of delivery; if sent to a party at its telefax number, on the business day following the day of transmission; and if sent by pre-paid registered mail, it shall be deemed to have been received 5 (five) days after it is mailed. The parties shall be entitled to change the addresses referred to in this clause from time to time by providing written notice of such change to the other party.