



Terms and Conditions for Students/Entrepreneurs

WE ENCOURAGE YOU TO READ THESE TERMS CAREFULLY, AND TO CONTACT US IF YOU HAVE ANY QUESTIONS. BY USING OUR SERVICES OR REGISTERING FOR THE COURSE, YOU AGREE TO BE BOUND BY, AND TO ABIDE BY, THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR ARE NOT ABLE TO ENTER INTO A BINDING AGREEMENT, THEN UNFORTUNATELY YOU MAY NOT REGISTER FOR THE COURSE OR USE OUR SERVICES.

Startup School

1. These Student Terms and Conditions ("Terms") set out the terms and conditions that govern your use of Startup School's products and services (like our website and course content), as well as your registration for the course offered by Startup School. These Terms can also be seen as your **Entrepreneur Handbook**, information source and rulebook.
2. By agreeing to these Terms, you also consent to the following policies applicable to, and accessible on, our websites which are incorporated by reference into these Terms: Privacy Policy, Website Terms of Use, and any other policy as is made available on our Website from time to time ("Policies").

Accessing Startup School

1. **Acceptance:** By clicking on the "Agree" button when signing up for the Course, you agree to be bound by these "Terms", which include, by reference, the Policies.
2. **Accurate information:** All information (including personal information) provided to us on registration, on creating an account, or while accessing Startup School's services and Courses, must be true, accurate and complete. You are also responsible for updating us

in the event of a change to your information (for example, your name or address). All personal information will be responsibly processed in accordance with our Privacy Policy.

3. **License:** Subject to these Terms, and to the payment of any applicable fees, we grant you a limited, personal, non-exclusive, non-transferable and revocable license to use our services and products, including all services associated with our Course, and the Virtual Learning Environment through which Course content is accessed (this "Virtual Learning Environment" is our student management system that we use to facilitate constructive interaction between Startup School and students/entrepreneur).
4. **Suitability of Course:** Before registering for the Course, you are responsible to satisfy yourself as to the relevance and suitability of the Course for your individual requirements, through consideration of the information supplied through our Websites, and asking questions, if necessary.
5. **Commencement of Course:** You will only receive confirmation of your registration for a Course, and be allowed access to the Virtual Learning Environment, once you have completed the application and registration process and Startup School has processed your application and registration. There may also be a delay of access to the Virtual Learning Environment until you are formally enrolled in our records.
6. **Minors:** If you are under the age of 18, you must obtain the written consent and assistance of your parent or legal guardian to enter into these Terms or register for a Course.
7. **Accessibility statement:** Startup School is committed to providing an Virtual Learning Environment that is accessible to the widest possible audience, regardless of technology or ability. We are actively working to increase the accessibility and usability of our Website and Virtual Learning Environment for all our students/entrepreneurs, including those with disabilities.

Course requirements

1. **Registration online:** Students can register for the Course online via our website.

2. **Basic requirements:** In order to complete a Course, you will need a current email account and access to a computer and the internet. Students/entrepreneurs should be familiar with using a computer and accessing the internet, as you may need to be able to read documents in Adobe PDF Reader, view Microsoft PowerPoint presentations, use Google Drive and read and create documents in Google Documents. In addition, students will need to be able to upload videos to YouTube and share these with Startup School. Students will need to install Adobe Flash Player to view the video lectures, resources and activities available in each Course module. Both Adobe applications are available for download.
3. **Browser requirements:** We recommend that students/entrepreneurs use Google Chrome as their internet browser when accessing the Virtual Learning Environment. Although this is not a requirement, we have found that this browser performs best for ease of access to Course material. This browser can be downloaded from the following website: <https://www.google.com/intl/en/chrome/browser/>
4. **Additional requirements:** The Course may require additional software and resources. These additional software and resource requirements will be communicated to you upon registration and/or at the beginning of the Course. **Please note that Google, Vimeo and Youtube may be used in our Course delivery, and if these services are blocked in your jurisdiction, you may have difficulty in accessing Course content – we strongly recommend that you check with us before registering for a Course if you have any concerns about this affecting your experience with the Virtual Learning Environment.**
5. **Disclaimer:** Students/entrepreneurs are obliged to source and obtain access to the necessary software and resources at their own cost, and we won't be held liable for any consequences of the use of such software or resources. We do not sponsor or endorse, nor are we affiliated with, the entities responsible for software and resources unless stated otherwise – these are simply programs chosen for their global use patterns and effectiveness for the Course outcomes. We may change the Course requirements for a particular Course at any time by advising students (through the Virtual Learning Environment or by email to students' chosen email addresses).

Course delivery

1. **Language:** English is the language of instruction and administration for the Startup School. All coursework that is required for assessment purposes must be written in English. This includes posts made on the discussion forum.
2. **Virtual Learning Environment:** The Course consists of a number of modules, called 'weeks', delivered over a specified period through the Virtual Learning Environment, accessible using the 'Virtual Learning Environment' website. All Course-related documentation is provided in electronic format and can be accessed through the Virtual Learning Environment.
3. **Communications:** You may receive communication by telephone, email, text message, and WhatsApp from Startup School representatives for Course administration and related purposes, including reminders or other information related to your registration or these Terms. **You agree and consent to receipt of such communications** (although you may opt-out of any generic marketing communications that are unrelated to Course administration, at any time, through the supplied opt-out mechanism).
4. **Access to Virtual Learning Environment:** Upon your enrolment for the Course, a profile will be set up for you in the Virtual Learning Environment. Please note that there may be some time delay between registration and enrolment.
5. **Permitted use:** Only students/entrepreneurs who are registered for a Course may participate in that Course. Students/entrepreneurs may not divulge their username or password to any other person, may not permit any other person to participate in the Course on their behalf, and may not impersonate any other person in dealing with Startup School or access the Virtual Learning Environment using another user's username and password. If you forget your username or password, we will only take steps that we regard as being secure to ensure that you re-gain access to your profile. You are prohibited from doing the following:
 - Reverse engineering, decompiling, or disassembling any software that is contained within Course content or on the Virtual Learning Environment.

- Removing any notice of copyright, trademark or other proprietary right from any place where it is on or embedded in the Course content.
 - Sublicensing, reselling, renting, lending, assigning, ceding, donating or otherwise transferring or distributing the Course content or the rights granted under these Terms.
 - Making available copies of the Course content on a network server or web server for use by others.
 - Using, displaying or otherwise making available the Course content, or any other materials, in an electronic format that enables it to be downloaded or distributed to any third party via mobile devices or shared in any peer-to-peer or similar file sharing arrangement, or by any other means.
6. **Your responsibility:** You agree that you will contact us immediately if you experience any unauthorised use of your profile details. You accept that you are responsible for the consequences of your use of your profile in the Virtual Learning Environment, and for maintaining it and all information on it. We do take security seriously, but as the user, you accept all risks of any unauthorised access that could occur regarding your information.
7. **Access disputes:** If there is a dispute as to who has the right to operate a profile in the Virtual Learning Environment, we may deny access to the profile pending the outcome of the dispute to our satisfaction, and/or transfer the profile to the party claiming a right to it if we are satisfied that the profile was registered on behalf of that party.
8. **Platform capability:** The Virtual Learning Environment is not fully compatible with mobile devices, including smartphones and tablets. In order to access and participate effectively in the Virtual Learning Environment, students must have access to a desktop computer or a laptop computer. You will be required to meet the cost of internet access yourself and of any upgrades required to your computer or mobile device.
9. **External websites:** Startup School is not responsible for technical support for any external websites. Should the Course require students/entrepreneurs to use external websites do so to achieve the best learning outcomes. If you have any queries relating to external websites, you are required to contact the support services of the relevant

websites directly. Startup School will not be liable for any costs, claims or damages that you may suffer as a result of your use of, or failure to access, any external website.

10. **Videos:** Videos are provided in the majority of Course modules/weeks. These videos act as resources, tutorials and lectures for the topics covered in the specific modules. You will need Adobe Flash Player installed to view the video lectures available in each module. If you are using a slower internet connection, then attempting to view these videos may be difficult.
11. **Business Coach:** The primary contact for students on the Course is the Startup School Business Coach. The Coach's primary objective during the Course is to ensure that students/entrepreneurs are supported, motivated and well informed about Course happenings. The Business Coach also provides students/entrepreneur with guidance related to their growth as an entrepreneur and assists them with achieving Course milestones and goals. The Coach responds to queries via WhatsApp, email and the discussion forum in the Virtual Learning Environment.
12. **General Support:** General Course Support will be available by email and phone.
13. **Technical support:** Technical Support is available to handle any technical-related queries that you may have during your experience on the Course presentation. Students can contact the Technical Support Officers by email – simply follow the links and instructions on the Virtual Learning Environment.
14. **Collaborators:** Unless otherwise stipulated, the Course is not accredited by any institution.

Course assignments or activities

1. **General:** While the course is not formally assessed and awarded grades, your progress will be monitored by our coaches and you will receive feedback for each activity submission.
2. **Weeks/Modules:** Modules may include activities that will assist you to develop your business plan. The Coach will assess your activities within an allocated time period.
3. **Assignment/Activity release:** Assignments/activities are released on the date and time indicated in the Course calendar.

4. **Assignment/Activity submission:** Assignments/activity are due to be submitted on the date and time as indicated in the Course calendar or as otherwise indicated by your Coach. Students are given a full week (including the weekend) to complete and submit assignments/activities. No late assignments will be accepted after the specified deadline.
5. **Late submission of assignments:** Late submissions will not receive feedback.
6. **Assignment/activity rewrites:** Rewrites of assignments are not permitted.
7. **Final results:** Your final result or completion status may be subject to a moderation process. This process involves a moderator reviewing the completed assignments or assessments and altering the results if required. After this process has been completed, students/entrepreneurs are notified of the release of final results on the Online Campus.

Student conduct

1. **General rules:** You are required and encouraged to contribute to the enhancement of the experience of all students/entrepreneurs and to encourage enthusiasm for learning, intellectual honesty, vigour in debate, openness and respect for fellow students. All students shall adhere to the following core principles or general rules (GRs), and by working together, we can continue to foster a respectful learning environment:
 - GR.1: Students/entrepreneurs must take responsibility for their own learning, while also interacting constructively with their fellow students and Coach.
 - GR.2: Students/entrepreneurs must treat all representatives of Startup School, their fellow students/entrepreneurs, and any other person encountered through Startup School's services with dignity and respect.
 - GR.3: Students/entrepreneurs must not abuse or otherwise interfere with any Startup School Stakeholder in any manner which contributes to disrupting their work, or contribute in an intimidating, hostile or demeaning manner. In particular, you undertake not to contribute any intimidating or hostile comments in relation to any Startup School Stakeholder's occupation, opinions, race, gender, beliefs or sexual orientation.
 - GR.4: Assignments and all other submissions for assessment must be your own work (except for assignments that explicitly permit collaboration).

Students/entrepreneurs must not plagiarise or engage in any other form of academic dishonesty.

- GR.5: Students/entrepreneurs may not make, distribute, reproduce, copy, or make use of any material in which copyright resides, without the permission of the author(s) or owner(s).
 - GR.6: Students/entrepreneurs must comply with any reasonable instruction of a Startup School representative.
2. **Offensive content:** The discussion forums on our Virtual Learning Environment serve as a platform for academic collaboration and enriches the learning experience through dynamic engagement and healthy debate. **Startup School retains the right to monitor and remove posts on the discussion forums (or any information otherwise disseminated through the Website or Virtual Learning Environment) to ensure that the environment remains constructive and that the integrity of interaction is maintained. To the extent that any person is harmed by your comments, Startup School shall not be held responsible for your behaviour and each student hereby releases Startup School from and indemnifies Startup School against any such liability. You agree to abide by the provisions of the Terms of Use on our Website in relation to acceptable use policies, especially in relation to offensive conduct.** In addition, you undertake not to use Startup School's services to promote any business or enterprise, unless permitted to do so by a representative of Startup School, or unless this forms part of a Course requirement.
3. **Plagiarism:** Plagiarism can be defined as the intentional or unintentional use of another's work without providing reasonable and appropriate credit to the author or source of the work. Plagiarism includes, but is not limited to, the use of another's words, ideas, opinions, theories or data. Each student/entrepreneur must take responsibility for their own academic work.

Limitation of liability and indemnity

1. **No liability for Course outcomes: We will not, under any circumstances, be liable for any costs, claims or damages that you may sustain or suffer as a result of registering for and/or participating in any Course or other service offered by us**

which is not relevant, suitable or does not meet yours and/or any relevant industry or commercial body's requirements. Under no circumstances do we guarantee your suitability for a particular Course based on the levels of difficulty. We cannot, under any circumstances, be held liable to you for any costs, claims or damages, if after the completion of a course you are not able to obtain employment or a promotion within your chosen field of study, or any other outcome you may believe completing a Course will assist you to attain.

2. **Acknowledgment:** You acknowledge and agree that the disclaimers and limitations of liability set forth in these Terms reflect a reasonable and fair allocation of risk between you and Startup School, and that these limitations are an essential basis to our ability to make services available to you on an economically feasible basis.
3. **Time constraint:** You agree that, to the extent permissible by applicable law, any cause of action related to these Terms or Startup School's services or Course must commence within 1 year after the cause of action comes into being. If not, such cause of action shall be permanently barred.
4. **Indemnity:** Subject to any applicable laws, you agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to or arises from these Terms. This indemnity includes claims arising from your use of the Virtual Learning Environment in a way that does not comply with these Terms, or if we transfer your profile to another person, or if another person accesses your profile without your consent. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the highest permissible scale and any additional legal and collection costs.

Interruption of Startup School's Website or Virtual Learning Environment

1. **Interruption of service:** You acknowledge and agree that from time to time, the Startup School Website and/or Virtual Learning Environment may be inaccessible or inoperable, by reason of one or more of the following:
 - Equipment malfunctions or faults.

- Periodic maintenance procedures, downtime, or repairs that we may undertake from time to time.
 - Causes beyond our control, including, without limitation, interruption or failure of telecommunication or digital transmission links, attacks on the network and network congestion or other failures.
2. **No breach:** Such interruption to the accessibility of the Startup School Website or Virtual Learning Environment will not be deemed a breach of this Agreement under any circumstances whatsoever and we will not, under any circumstances, be liable to you for any costs, claims or damages that you may sustain or suffer as a result of any interruption, inoperability or inaccessibility of the Startup School Website and/or Virtual Learning Environment .
 3. **Security:** We will use reasonable commercial measures to secure our system and your profile in the Virtual Learning Environment, and related information, however, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. You undertake to notify us immediately of any compromise or unauthorised use of your account.

Intellectual property

1. **Reservation of rights:** Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and/or object code and all other works (including trading marks and names) contained on this Website or the Virtual Learning Environment or otherwise provided to students by Startup School, is owned by us or licensed to us, and we assert and reserve all of our rights in this regard. Access to or use of our services and Course will not in any way result in an assignment or license of any intellectual property owned by us or any other party.
2. **Student content:** The services and Course may enable you to share your own content, including assignments/activities, with Startup School Coaches, and fellow students/entrepreneurs. You retain all intellectual property rights in, and are responsible for, the content that you share, however you specifically agree and consent that we and our Collaborators shall be entitled to use (in our discretion) all content shared by you on our Virtual Learning Environment for internal research and development, Course

improvement and non-commercial purposes. Ultimately, it is your responsibility to ensure the proper protection of your student intellectual property – if your student/entrepreneurial intellectual property will be best protected by way of trade secret, or you have not filed for protection of your protectable intellectual property, then non-disclosure may be an essential protection. We cannot, and do not, guarantee that any intellectual property shared on the Virtual Learning Environment or otherwise through the Website will not be used by other students.

Warranties and disclaimers

1. **Intellectual property rights warranty:** We warrant that in providing you with Course content and Course materials on the terms set out in this Agreement, we are not intentionally infringing any third party's intellectual property rights.
2. **Disclaimers: All services, Course and their content are provided "as is" without representations or warranties of any kind, whether express or implied, in respect thereof, and in particular, we make no representations or warranties regarding the quality of the Course content or the fitness of the Course content for the purpose for which you acquired it.**
3. **Student warranties:** You warrant that all and any information that you provide to us, in accordance with this Agreement, in order to register for the Course or otherwise, is true and accurate.

Termination of participation in a Course

1. **Modifying and terminating services:** We are constantly changing and improving our services and Courses. We may add or remove functions, features, or requirements, and we may suspend or stop our service altogether. You may also discontinue your use of our services and Course at any time.
2. **Plagiarism:** We reserve the right to terminate your participation in any Course in the event that you are found guilty of plagiarism in accordance with these Terms. Plagiarism is a breach of these Terms and no refund will be issued should your participation be terminated on this basis.
3. **Breach:** If you commit any other material breach of these Terms and fail to remedy the breach within 5 days after receiving a written notice to do so, we may terminate your

participation in the Course for which you are registered, and you will not be entitled to a refund of any portion of the Course fee.

Complaints and dispute resolution

1. **General complaints policy:** Whether it is positive or negative, Startup School encourages feedback from students. Where this feedback is a complaint about our Course, product or service offering, or our conduct, we are committed to addressing the complaint in a timely and appropriate manner.
2. **Complaints procedure:** The complaints procedure ensures that there are clear and accessible means of making complaints and having them addressed. All complaints are taken seriously, and every effort has been made to ensure that Startup School can cater for complaints received. Startup School will seek to address a complaint in a mutually beneficial and satisfactory manner, whenever reasonably possible. A complaint can include complaints about the Course structure and presentation, academic content, or the actions or lack of action by Startup School or its representatives.
3. **Lodging a complaint:** Should you wish to lodge a complaint, you are required to send your complaint to support@startupschool.ac. We will strive to ensure that anyone giving feedback is treated with the utmost courtesy and respect, and in return, we expect that anyone giving feedback or making a complaint will do so in a fair and appropriate manner. Where we determine that a complaint is abusive, unreasonable, or a student is unreasonably pursuing a complaint that has previously been investigated, we reserve our rights in relation to our response, and in particular, may elect not to pursue the procedure set out below.
4. **Review and investigation:** Once a complaint has been lodged, we will investigate and attempt to address the matter in question. Once the matter has been investigated, and due process followed, students/entrepreneur will receive a written response informing them of the feedback, outcomes or suggested course of action related to the complaint.
5. **Feedback:** Once a complaint has been fully investigated and due process followed, a course of action will be determined by Startup School. The result will either be that the complaint is upheld (in part or in full), and an appropriate form of action is taken, or, that no action is taken, in which case comprehensive feedback and reasons will be provided.

This includes, but is not limited to, instances where students have not requested an outcome other than having a platform to voice their concerns.

6. **Confidentiality:** We recognise the importance of protecting our students'/entrepreneur's information – as such, all complaints will be handled in a confidential manner. In cases where the internal sharing of information is necessary to resolving a complaint, reasonable steps will be taken to ensure a limitation on the number of people acquainted with the complaint. In order to fully address a complaint, it may, in some cases, be necessary to share information with the university collaborating on your Course.
7. **Recording of complaints:** We will keep a record of all complaints and their outcomes. Complaints data is subject to periodic analysis, with the aim of continuously refining and improving our processes or product and service offering.

General

1. **Startup School's details:** these Terms are a contract between you and Startup School, an initiative of the GSB Foundation, a non-profit organisation registered in South Africa, UCT Graduate School of Business, Breakwater Campus, 9 Portswood Road.
2. **Governing law:** The laws of South Africa shall apply to these Terms, their interpretation and any matter or litigation relating to or arising from them.
3. **Entire agreement:** These Terms, together with the Policies, shall constitute the entire agreement between you and Startup School concerning your registration for the Course.
4. **Revision of Terms:** We reserve the right to revise these Terms (including Policies) at our sole discretion from time to time. These revisions will become effective immediately on being posted to the Website and Virtual Learning Environment, however, for all material changes to the Terms, we will take reasonable steps to notify you of such changes.
5. **Conflict:** If any aspect of these Terms conflicts with any information provided on our Website or in information packs or Course materials, these Terms will ordinarily prevail unless expressly stated otherwise.
6. **Severability:** In the event that any part of these Terms is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of these Terms.

7. **Assignment:** These Terms, and any rights and licenses granted in terms of these Terms, may not be transferred or assigned by you, but may be assigned by Startup School without restriction.
8. **No indulgence/waiver:**

If Startup School chooses not to enforce any part of these Terms, this does not mean that it cannot do so at a later time. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other Term.

Prize Money Competition

1. The competition closes one the 12 week course has finished
2. Entry mechanism: relevant documents will be submitted via email to the Startup School directly
3. Startup School and Investec will review all entries and the final results will be announced in due course.
4. This is a competition that runs in conjunction with the presentation of the Startup School Entrepreneurship Course;
5. The Startup School and Investec judges' decisions are final and no disputes will be entered into.
6. Winners will be issued with a prize letter, and details for the prize money allocation post the winners being announced
7. Winners must reside in South Africa.

Application Details:

To apply for the prize the following will need to be submitted by the Entrepreneur

1. Video pitch to investors (created during the course)
2. Business plan (created during the course)
3. Comprehensive plan for how you would use the prize money of R100 000.00

Application criteria

1. You must have successfully completed the Startup School programme
2. You must have a mentor. Either paired through the Startup School mentorship process or have your own mentor
3. You must have an existing business or a viable business plan to start a new business

Application process

To apply the entrepreneur will need to submit the following documents:

1. A comprehensive business plan (created in week 10 of the course)
2. Business plan (created in week 11 of the course)
3. Comprehensive plan for how you would use the prize money of R100 000.00

Conditions of the prize money

1. The cash (R100 000.00) is subject to the discretion of the judging panel in terms of allocation. i.e. it may not be cash paid over, however could be provided in terms of actual equipment, stock, services etc. depending on the plan provided in terms of use of the cash.
2. The prize money will be allocated on the basis of business plan and intent presented in the pitch
3. The Startup School will require a business review related to progress of the business 3, 6, 9 and 12 months post the program and prize money awarded to track progress.
4. The prize money will only be paid into the business bank account on agreed terms by the parties involved
5. Prize money is subject to tax and will therefore be taxable according to the South African Revenue Service regulations.