
Disrupt Tutoring – Sponsor Agreement

Hey there, you epic sponsor!

Before we get into the legal stuff, we just want to thank you.

Thank you for your gift of education. Your sponsorship creates the opportunity for millions of people to access quality education. Some of whom may never had the opportunity if it wasn't for you.

You have helped bridge the education inequality gap. You have created good vibes all round. And for that, we will be eternally grateful.

1) What's the point of this document?

- a) This Sponsor Agreement is here to help you and us understand exactly what to expect from our newfound relationship. We have a good feeling about it.
- b) The Sponsor Agreement provides all information relating to the Sponsorship Programme made available by Pineapple Ventures (Pty) Ltd, trading as Disrupt Tutoring ("we" or "us").
- c) Everything you need to know is written in this Agreement. Be sure to read these carefully, because they form a binding agreement between us and you (the "Sponsor").
- d) By paying for the advertising services provided by us, you confirm that you have read, understood, and will adhere to this Agreement.
- e) You probably also feel like this is the most epic Agreement you have ever read (well, we like to think so at least).

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- f) We'd hate our relationship to ever end, but we can end it at any time, without notice or refund, if we think you have done anything that isn't allowed by this Agreement, or if you do anything that we think is harmful to our business, or if you do something under the Sponsor Programme that is harmful to any other party. Let's avoid that awkward moment, shall we?

2) The advertising options available.

- a) In-website: This is where sponsors can display their logo, image or video in unmissable spots across our website for a fee (typically monthly, but alternate arrangements can be made in writing).
- b) In-video: This is where sponsors can be a part of the learning journey for millions of learners, teachers, tutors, and parents worldwide. Their brand will feature strongly in the tutorial video, providing some sensational benefits:
 - i) Exceptional value
 - ii) Massive reach potential
 - iii) Favourable brand exposure

3) What you pay.

- a) Typically, monthly fees are charged for In-website options, while per-video or per-video-packages are charged for In-video.
- b) These serve as guidelines only and we may chat on a sponsor-by-sponsor basis to negotiate other advertising options which will then be reduced to writing.
- c) Prices are shared on our Pricing Brochure, which can change at any time or on a sponsor-by-sponsor basis.
- d) We will share the payment due from you, as agreed by us, on an Invoice, to which payment is deemed as an acceptance of this agreement.

4) When you pay it.

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- a) Payment as per the invoice is due in full and payable within 5 (five) working days of Invoice issue and no work will be processed until payment is received in full.
 - b) Sadly, we can't offer refunds once the work is done or exposure is given.
 - c) Once we receive your payment and provide your service, we can't provide you with a refund, as the work and exposure has already been given to you.

5) What you get.

- a) You get the logo, image, or video (where applicable) you provide to us included into either allocated space on our website or, in our epic tutorial videos as decided by you and agreed to by us.
- b) You receive a temporary licence to place our logo on your website, or any other marketing material, letting your network know that you've epically contributed to free education.
- c) We can end your licence to our logo without notice or refund, if we think you have done anything that isn't allowed by this Agreement, or if you do anything that we think is harmful to our business, or if you do something under the Sponsor Programme that is harmful to any other party. Let's avoid that awkward moment, shall we?
- d) If you choose in-website advertising, we'll send you an email letting you know that your logo, visual or video is up and running and ready for the world to see.
- e) Your logo, visual or video will remain on our website for the amount of time that has been agreed by you and us.
- f) If you want to keep it up for longer, you should give us 10 (ten) working days' notice so we can make a plan to accommodate your request and negotiate payment terms.

- g) If you choose in-video advertising, we'll send you the links to all of your sponsored videos, typically within 3 (three) working days of receiving your payment, which can be shared by you with your network for further marketing.
 - h) This timeframe may change depending on the number of videos you have purchased and is guided by packages of 10 (ten videos) or less, of less than 5 (five) minutes in duration.
 - i) The content we allocate to you will be at our sole discretion unless we have agreed, in writing, on some other video content and duration.
 - j) Videos will remain active on Disrupt Tutoring's website and appropriate YouTube channels for the duration of the existence of the Disrupt Tutoring (so, hopefully forever).
 - k) If we think that you have come into disrepute at any stage (past or present), Disrupt Tutoring will be entitled to remove your name and logo from its videos without any notice and without any refund.
 - l) Should the ownership of Disrupt Tutoring change, the current owners cannot be held liable for any changes to this Agreement and any disputes should be directed to the new owners.
- 6) Website and video ownership.
- a) No matter which advertising options you choose, Disrupt Tutoring's website (<https://www.disrupt-tutoring.co.za> and related domains) will always be wholly owned by Pineapple Ventures (Pty) Ltd, unless ownership is voluntarily transferred by us in writing.
 - b) Tutorial videos are wholly owned by Pineapple Ventures (Pty) Ltd or in some cases by third parties to which Pineapple Ventures (Pty) Ltd has been provided licence to host and share video content.

- c) Payment from sponsors is for placement of their chosen visuals in the video and not for ownership of the video.
- 7) Information we need from you (don't worry, we will keep it safe).
- a) Basic Sponsor Information and contact person details will be stored on a protected database, and will never be sold or transferred to any third parties not affiliated with Pineapple Ventures (Pty) Ltd.
- 8) Sometimes we may need to ask you to leave (awkward, right?).
- a) Like we said a little earlier, if you do anything that in our view goes against the Sponsor Agreement or for any actions that we may view as harmful to our epic business, we're able to end your association with Disrupt Tutoring immediately at our sole discretion.
 - b) Because we like you, we may choose to discuss our concerns first to see if we can improve the relationship, but we don't have to and can end our relationship immediately (it's not us, it's you).
 - c) If our relationship is ended based on an Agreement breach, or any actions that cast shade onto the epic Disrupt Tutoring brand, you agree to us removing your visual from our website and/or discontinuing access to your sponsored videos <shrug>. Don't say we didn't warn you.
 - d) In the event that the relationship is terminated you agree not to cast shade on or bring our name into disrepute in any manner whatsoever. In the event that you do and we are forced to take the necessary legal steps to remedy this, you agree that all costs will be for your account, including legal fees on the attorney and client scale.
 - e) Let's just avoid this awkward ending and leave the relationship as friends.
- 9) So, where is this going? Let's talk about our relationship.

- a) This isn't a monogamous relationship. We're independent and free to live our own lives, seeing whoever we want to see.
- b) Our lawyers have said to mention that: "Nothing in this Sponsor Agreement will create any partnership, employment relationship, representative, agency, or joint venture relationship between the parties. The Sponsor has no authority to act on behalf of Disrupt Tutoring."

10) We're not responsible for a few things.

- a) Disrupt Tutoring's Sponsor Programme is offered on an "as is" and "as available" basis and if decide to join, you're doing so at your own risk.
- b) We don't make any representations or warranties, either expressed or implied, with respect to the Sponsor Programme, or any service or information provided through the Sponsor Programme.
- c) We're also not responsible for any harm that befalls you (not that we won't be sad for you). This includes any damages, injury and/or economic loss that results from the use of our Sponsor Programme. If any part of the Sponsor Programme causes damage or inconvenience to the Sponsor or anyone claiming through the Sponsor, you take full responsibility and the entire cost, including any legal fees, is for your account
- d) Some more legalese (we apologise in advance): "The Sponsor will indemnify and hold harmless Disrupt Tutoring, its directors, officers, employees, agents, subsidiaries, and third parties from and against any losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to the Sponsor's or any third party's operations or use of the Sponsor Program."

11) Disruptors change things. It's just what we do <subtle brag>.

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- a) We can change this Agreement whenever we like. But don't worry, we're very reasonable people and will make every effort to make sure the changes don't cause too much of an inconvenience to you. You will also receive an email, sent to the address you provided, with the amended Sponsor Agreement. It's up to you to read it and make sure you understand the changes and that you're able to act in line with the updated Agreement.
 - b) If you don't like the changes, you can try and convince us, but if we don't budge, you're welcome to end our relationship. Trust us, we will miss you. If you decide to continue acting as a Disrupt Tutoring Sponsor, then it is up to you to read, understand and totally agree with the updated Agreement, which means our relationship is bound by the updated agreement effective from the date that it is sent to you.

12) We're proudly, legally South African.

- a) Read and understand the Sponsor Agreement with South African law in mind. Also, we're not keen on heading to court and we're pretty reasonable individuals, so if you feel something could be improved, you must first contact us so that we can have a chat and see if the issue can be resolved. But if the issue can't be resolved and heading to court is necessary, we both agree that the Magistrate's Court will have jurisdiction.

13) Then there are a few other things that we can't find a clever heading for.

- a) You accept and confirm that all actions that you take related to participation in our Sponsor Programme is in line with all applicable laws, rules, regulations and other requirements provided by the government at all times. Remember, we're able to end our relationship immediately and at our sole discretion if we feel that you are not behaving in this way.
- b) In the event that the Sponsor conducts themselves in any manner that will cause harm to us and we choose to institute legal proceedings, the Sponsor will be liable for all of our legal costs and the attorney and client scale.

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- c) Once the relationship ends between us, regardless of the reason, you may not do or say anything that will have the effect of discrediting our reputation, products, or services.

 - d) This Agreement is the entire agreement between us and you, subject to clause 11 above. This agreement takes precedence over any other contracts or understanding between us and you. Neither of us shall be bound by any other statements or representations that are not contained in this agreement.