EduOrbia Zimbabwe

TERMS & CONDITIONS

Terms and Conditions

The rules for using EduOrbia: accounts, bookings, payments, cancellations and conduct.

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> **What changed:** First version

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These Terms and Conditions are an agreement between you and EduConnect Zimbabwe ("we", "us", "our") about your use of EduConnect Zimbabwe, an education marketplace in Zimbabwe that connects students, parents and guardians, teachers, schools and academies, advertisers and other users. They apply to our website, our mobile app and everything we offer through them. By creating an account, or by using the service, you agree to these terms and to the documents they refer to:

- Privacy Policy and Cookie and Device Storage Policy
- Code of Conduct and Child Safeguarding Policy
- Cancellation, Credit and Refund Policy
- For teachers and institutions, the Teacher and Institution Terms; for advertisers, the Advertising Terms

If you do not agree, please do not use the service.

1. What we are, and what we are not

EduConnect Zimbabwe is a marketplace and a set of tools. We help learners find teachers and institutions, book and pay for lessons, join online lessons, study from learning materials, take part in community discussions, and help advertisers reach our users. Teachers and institutions are independent providers. They are not our employees or agents, and each is responsible for the quality, content and safety of the lessons they give. We check providers before they can accept bookings (see section 4), but we cannot guarantee any particular result, grade or outcome.

2. Who can use the service, and accounts

- **Students.** You must be at least 13 years old to sign up for yourself. If you are younger, a parent or guardian must apply for your account and consent on your behalf, and you can use the service only with their consent. A parent or guardian remains responsible for a child's account.
- **Parents and guardians** may manage children in their care, book and pay for their lessons, and choose how much access a child has to their own login (full access, or partial access where only the guardian can pay).
- **Teachers, institutions and advertisers** must be at least 18 years old, or a registered organisation acting through an adult representative who has authority to bind it.
- You must give accurate, current information, and keep your contact details up to date. You may register with an email address, a phone number or a WhatsApp number, and you must verify the contact you chose using the code we send.
- One person, one account. You are responsible for everything done through your account. Keep your password, verification codes and recovery codes private, and tell us at once at support@educonnect.ac.zw if you think someone else has used your account.
- You can switch on two-factor sign-in (an authenticator app, a one-time code, or both). For your security we sign you out after 10 minutes of no activity, and we may sign out all your sessions if we see suspicious activity or after a password change.
- We record sign-in attempts, with the network address they came from, to keep accounts secure. We may block an address after repeated failed sign-ins.

3. Roles on the service

The service has these kinds of account: student, parent or guardian, teacher, institution (a school or academy, which may add its own staff with limited roles), advertiser, and our own administrators. What you can see and do depends on your role. Staff of an institution act for the institution, and the institution is responsible for what its staff do.

4. Verification of teachers and institutions

Teachers and institutions must apply and be approved before they can accept bookings. We may ask for proof of identity, qualifications, registration, accreditation and, for physical lessons, police clearance, and we may ask for more at any time. A teacher or institution may be asked to pay a one-off signup fee before applying; the fee is not

refunded if the application is rejected, but a rejected applicant can correct and resubmit without paying again. We may refuse, suspend or remove anyone who does not meet our standards or who gives false information. Approval is not an endorsement of any lesson.

5. Bookings and lessons

- A learner asks for a lesson by subject, level and exam board, choosing a date, a time and how it is delivered: online, or in person at a partnered institution's venue (or, where we allow it, at a home). A booking is confirmed when the provider accepts it.
- Group lessons go ahead only when enough learners join. The price per learner depends on the size of the group. Recurring group lessons hold a seat for a whole series at a lower price per session.
- Online lessons take place inside the app using the video calling tools we provide. Standard calls are audio and screen sharing; Premium calls with camera video may cost extra and are shown before you book.
- For learners below 13, a physical lesson is arranged through a parent or guardian, who must approve it before the teacher is asked. See the Child Safeguarding Policy.
- Learners should book within the subjects and exam boards that fit their profile. We may refuse bookings that do not.

6. Fees and payment

- Prices are shown in USD ($). Before you pay, each booking shows the lesson fee, our booking fee, any venue or facility fee, and any tax.
- Our booking fee is paid when you send a booking request. It is not refunded, except where the Cancellation, Credit and Refund Policy says otherwise.
- Payments are handled by a third-party payment provider. We do not see or store your full card or mobile-money details.
- From each provider's earnings we deduct a commission of 10% of the lesson fee. Providers see this in their earnings.
- Where a deposit is required of you before booking or accepting lessons, it is held as security, is not a wallet, and is returned when you leave, less anything you owe.
- We may refuse or reverse a payment we reasonably suspect to be fraudulent, mistaken or unlawful.

7. Cancellations, no-shows, credit and refunds

This section is a summary. The Cancellation, Credit and Refund Policy sets out the full rules and forms part of these terms.

- A learner may cancel free of charge more than 24 hours before the lesson. Within 24 hours, 25% of the lesson fee is forfeited; within 2 hours, 50% is forfeited. The booking fee is kept.
- We do not give cash refunds for bookings that fail (for example when a provider declines or cancels, or when a lesson is not delivered through no fault of the learner). The learner receives credit for the amount paid, usable on later bookings for 60 days. Credit cannot be withdrawn.

- A provider who cancels a confirmed lesson less than 48 hours before it starts, or who does not attend, is at fault and may be charged and given a strike.

8. Completing lessons and disputes

When a provider marks a lesson as done, the learner has 48 hours to confirm it or report a problem; if they do nothing, the lesson counts as confirmed. A no-show can be reported 15 minutes after a lesson starts. A report pauses the provider's payout until we have decided it. We decide disputes in good faith, on the evidence available, including booking, message and call records. Our decision on how money moves under these terms is final as between the parties, but it does not take away any right you have under the law.

9. Strikes and restrictions

A penalty for a failed lesson counts as a strike unless it is excused. If a person reaches 3 strikes within 30 days, we may stop them from being booked, or from booking, for 7 days. A student in this position may be required to hold enough in their account to cover lessons. You may ask for any strike to be reviewed within 7 days of receiving it.

10. Provider earnings and withdrawals

After a lesson is confirmed complete, a provider's earnings are released after 48 hours, less commission. Providers may ask to withdraw their available balance; withdrawals are reviewed and paid by us. We may delay or refuse a payout where there is an open dispute, we reasonably suspect fraud, or the law requires it. The Teacher and Institution Terms give the detail.

11. Learning materials

Free resources and paid ebooks are provided for personal study. Uploaded materials may be reviewed before they appear. You must not upload material you do not have the right to share. You must not copy, resell or redistribute materials beyond what the licence on a material allows. Where a teacher or institution earns from a download or sale, we deduct our commission as set out in section 6.

12. Community, messages and competitions

Community discussions, direct messages, study resources and competitions must follow our Code of Conduct. Posts and replies, and any files or videos attached to them, may be reviewed by our team and by automated tools before or after they appear, and may be removed. Messaging between learners and providers may be limited to people with a booking, and attachments may be switched off. Under-18 learners have extra protections described in the Child Safeguarding Policy.

13. Artificial intelligence

We use AI tools to help our staff and to run some features, for example to give advice on whether a community post, advertisement or material meets our rules, or to draft topic suggestions for our staff. A person remains responsible for decisions that affect your account, money or access. Where AI approves a community post, it is labelled. The Privacy Policy explains what information is sent to AI providers.

14. Referrals

If a referral programme is running, you may share a referral code. Rewards are earned only when the person you refer qualifies under the programme rules shown in the app, are paid by us outside the app, and may be changed or ended for future referrals. You may not refer yourself, create fake accounts or misuse codes.

15. Acceptable use

You must follow the Code of Conduct. In particular you must not: break the law; harass, threaten or discriminate against anyone; put a child at risk; share another person's private information; use another person's account; take lessons or payments off the platform to avoid our fees after meeting through the service; interfere with, overload or try to break into the service; scrape or collect other users' data; or use the service to send spam or malicious content.

16. Our content and your content

The service, its design, software and our own content belong to EduConnect Zimbabwe or our licensors. You keep ownership of what you upload or post. You give us a non-exclusive licence to host, copy, display and process it as needed to run the service, to show it to the people you choose or the audience of the place you post it, and to keep the records these terms require. You promise you have the right to give this licence.

17. Privacy

How we collect and use personal information is explained in our Privacy Policy. We take particular care with information about children.

18. Suspension and ending your account

You may stop using the service at any time and may ask us to close your account at support@educonnect.ac.zw. We may suspend, restrict or close an account, remove content, or cancel bookings if you break these terms, put others at risk, are involved in fraud, or if the law requires us to. We will tell you why where we can. Money owed to or by you at that time is still settled under these terms. Records that we must or may keep (for example payment and safeguarding records) are not deleted when an account closes.

19. Our responsibility to you

We work to keep the service available and accurate, but it may be interrupted for maintenance or reasons outside our control, and we do not promise it will be error-free. To the fullest extent the law allows: we are not responsible for the conduct, advice or lessons of teachers and institutions or for what other users post; we are not liable for indirect or consequential loss, or loss of profit or opportunity; and our total liability to you for any claim connected with the service is limited to the fees you paid us in the 12 months before the claim. Nothing in these terms limits liability that cannot be limited by law, including for fraud or for death or personal injury caused by negligence, or removes rights you have under consumer protection law.

20. Changes to these terms

We may update these terms from time to time. Each version has a number and an effective date, and we show what changed. Older versions stay available on this site. If a change is significant, or affects children, we will ask you to accept the new version, and people who work with children may be asked to agree again before they continue. If you keep using the service after a change takes effect, you accept it.

21. Governing law and complaints

These terms are governed by the laws of Zimbabwe, and the courts of Zimbabwe have jurisdiction, without taking away any right you have to bring a claim elsewhere where the law gives you that right. If you have a question or a complaint, write to support@educonnect.ac.zw. We will try to resolve it fairly before anyone takes a formal step.