



## MEMBER TERMS AND CONDITIONS

As entered into between Members (teachers) and ThinkTeacher

### 1. Introduction

ThinkTeacher (Pty) Ltd is a private company incorporated in terms of the Companies Act 71 of 2008. ThinkTeacher's online portal is a platform dedicated to inspiring teachers of South Africa by providing access to benefit options, educational opportunities, and supportive networks. ThinkTeacher's vision is to empower teachers to thrive in their role as innovative and sustainable change agents in and for South Africa.

These Terms and Conditions outline the agreement between ThinkTeacher and you as a Member, including your responsibilities and the services provided by ThinkTeacher. You are encouraged to review these terms regularly, as ThinkTeacher may amend them from time to time.

### 2. Interpretation

In this Agreement:

2.1 The following words and expressions shall have the meanings set out below unless inconsistent with the context:

Expression	Meaning
benefit partners	Goods and services providers who have contracted with ThinkTeacher to offer members preferential and advantageous offers, rates, or pricing.
data subject	The person to whom personal information relates.
member	A person who benefits from services provided by ThinkTeacher.

PAIA	The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000).
retired teachers	Formerly employed in the teaching sector and previously registered with SACE.
SACE	The South African Council for Educators.
services	The services/benefits provided by ThinkTeacher to its members.
ThinkTeacher	ThinkTeacher (Pty) Ltd, a private company incorporated under the Companies Act 71 of 2008.
trainee teachers	Qualified teachers currently undergoing formal training and eligible for SACE registration.

2.2 Words denoting the singular include the plural and vice versa; words denoting any gender include all genders.

2.3 References to statutes include amendments, extensions, or re-enactments.

2.4 “Includes” and “including” mean “includes, without limitation” and “including, without limitation.”

### 3. ThinkTeacher Services

3.1 ThinkTeacher undertakes to provide the following Membership Services:

- Access to regularly updated webinars and a library of past webinars.
- Blog posts on relevant teaching topics.
- A monthly newsletter with updates on Benefit Partner specials and upcoming events.
- A community platform for teacher collaboration and support.
- Exclusive discounts or offers through selected Benefit Partners.

3.2 ThinkTeacher’s role is to negotiate beneficial offerings from Benefit Partners for the benefit of its members.

3.3 ThinkTeacher cannot be held responsible for the performance or services provided by Benefit Partners.

#### **4. Term of Membership**

4.1 Membership continues unless cancelled with 30 days' notice.

#### **5. Trade Marks and Intellectual Property**

5.1 ThinkTeacher owns the "ThinkTeacher" trademark and related intellectual property.

5.2 Members may not use ThinkTeacher's trade marks in a manner that suggests employment or affiliation.

5.3 Members guarantee that content they share on ThinkTeacher platforms complies with copyright laws.

5.4 Gross violations of intellectual property rights will result in termination of services.

#### **6. Member Responsibilities**

6.1 Members must notify ThinkTeacher of material changes to their contact or personal information on their profile page.

6.2 Continued registration with SACE and employment in the teaching sector is a requirement for membership eligibility.

6.3 Members must notify ThinkTeacher of any changes to their SACE registration or employment status.

6.4 Membership is also open to:

- Retired teachers.
- Trainee teachers eligible for SACE registration.

6.5 Members accept responsibility for safeguarding their login credentials and their actions on the ThinkTeacher platform.

6.6 Members must ensure their personal and registration information is accurate.

6.7 Members must not share their ThinkTeacher membership number with third parties.

#### **7. ThinkTeacher Rights**

7.1 ThinkTeacher may limit or vary access to services and benefits by member type at its discretion.

7.2 ThinkTeacher may update, change, or remove services and Benefit Partners with notice.

7.3 ThinkTeacher may terminate access to services for breaches of these Terms or misconduct.

7.4 ThinkTeacher may cancel membership without reimbursement if unauthorized use of the Member's credentials occurs.

## **8. Limitations of Liability**

8.1 ThinkTeacher provides access to pre-negotiated offers but is not party to transactions between Members and Benefit Partners.

8.2 Members indemnify ThinkTeacher from any claims arising from such transactions.

8.3 ThinkTeacher is not liable for errors, omissions, or technical issues affecting the website or platforms.

8.4 Members are solely responsible for agreements made with Benefit Partners, including payment, delivery, warranties, and returns.

## **9. Protection of Personal Information**

Members' data is protected in line with POPIA; ThinkTeacher is the responsible party.

9.1 Each party must comply with their obligations under the Protection of Personal Information Act, 2013 (POPIA) to personal information in respect of which they are the responsible party.

9.2 Each party must secure the integrity and confidentiality of any personal information of each other or third parties which they process by taking appropriate, reasonable technical and organisational measures to prevent its loss, damage, unauthorised destruction and unlawful access or processing.

9.3 To do so, the parties must take reasonable measures to: identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

9.4 You further agree to the use of your personal data in order for ThinkTeacher or its nominated third party providers to conduct the necessary checks to verify your registration with SACE, as well as use for other legitimate purposes.

By submitting any Personal Information to ThinkTeacher in any form the Member acknowledges that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such Personal Information in the manner/s described above.

10. The manner in which this information is processed and the purpose for which it is processed is determined by ThinkTeacher. Accordingly, ThinkTeacher is a responsible party for the purposes of POPI and will ensure that the personal information of each Member "data subject" (as defined in POPI), amongst other things as prescribed by POPI:

10.6.1 is processed lawfully, fairly and transparently. This includes the provision of appropriate information to data subjects when their data is collected by ThinkTeacher, in the form of privacy or data collection notices. ThinkTeacher must also have a legal basis (for example, but not limited to, consent) to process personal information;

10.6.2 is processed only for the purposes for which it was collected;

10.6.3 will not be processed for a secondary purpose unless that processing is compatible with the original purpose;

10.6.4 is adequate, relevant and not excessive for the purposes for which it was collected;

10.6.5 is accurate and kept up to date;

10.6.6 will not be kept for longer than necessary;

10.6.7 is processed in accordance with the rights of data subjects, where applicable.

10.7 Members / "Data Subjects" have the right to:

10.7.1 be notified that their personal information is being collected by ThinkTeacher. The data subject also has the right to be notified in the event of a data breach;

10.7.2 know whether ThinkTeacher holds personal information about them and to access that information. Any request for information must be handled in accordance with the provisions of PAIA, and requests can be directed to [bridget@thinkteacher.co.za](mailto:bridget@thinkteacher.co.za);

10.7.3 request the correction or deletion of inaccurate, irrelevant, excessive, out of date, incomplete, misleading or unlawfully obtained personal information;

10.7.4 object to ThinkTeacher's use of their personal information and request the deletion of such personal information (deletion would be subject to ThinkTeachers' record keeping requirements). Any such objection or request should follow the process as prescribed in POPIA and be directed to [bridget@thinkteacher.co.za](mailto:bridget@thinkteacher.co.za);

10.7.5 object to the processing of personal information for purposes of direct marketing by means of unsolicited electronic communications; and

10.7.6 complain to the Information Regulator regarding an alleged infringement of any of the rights protected under POPI and to institute civil proceedings regarding the alleged non-compliance with the protection of his, her or its personal information.

10.8 ThinkTeacher has appointed an Information Officer in accordance with POPI. In addition to its obligations prescribed under POPI, the designated Information Officer is also responsible for assessing any requests to ThinkTeacher for access to information in terms of PAIA as well as to oversee any other obligations which ThinkTeacher may have under PAIA. The Information Officer may appoint Deputy Information Officers to assist it in the fulfilment of its obligations.

(Information provided in terms of section 51(1)(a) of PAIA):

**Name:** ThinkTeacher (Pty) Ltd

**Physical registered address:** 27 Milky Lane, Vermont, Hermanus,  
Western Cape  
7201

**Postal Address:** 27 Milky Lane, Vermont, Hermanus,  
Western Cape  
7201

**Information officer:** Bridget Fleming;  
bridget@thinkteacher.co.za