

End-User License Agreement (EULA) for Connect+Funda Mobile

Last Updated: November 16, 2025

This End-User License Agreement ("EULA" or "Agreement") is a legally binding contract between you and **Enthucate Tech (Proprietary) Limited** (Registration Number: 2022/777919/07), trading as **Connect+Funda Mobile** ("we," "us," or "our"). This Agreement governs your access to and use of the Connect+Funda Mobile services, including our mobile application, website (connectfundadev.com), SIM card, and all related features, content, and partner services (collectively, the "Services").

Please read this Agreement carefully. By creating an account, purchasing a plan, or using any part of our Services, you agree to be bound by these terms. If you do not agree to these terms, you may not access or use our Services.

1. User Eligibility and Account Registration

Our Services are designed for students, but the primary account holder and purchaser must be an adult. The following user categories apply:

User Category	Definition	Contractual Capacity & Consent
Parent or Guardian	An individual over the age of 18 who purchases and manages the Services on behalf of a Minor User.	You are the primary account holder and are fully responsible for the account, including all payments and the Minor User's compliance with this EULA.
Minor User	An individual under the age of 18 who uses the Services under the supervision of a Parent or Guardian.	As per South African law, individuals under 18 have limited contractual capacity [1]. By creating an account for a Minor User, the Parent or Guardian provides legally binding consent to this Agreement on their behalf.
Student User	An individual aged 18 or older who is a student and uses the Services for their own account.	You have full contractual capacity and are legally bound by this Agreement.

As a Parent or Guardian, you acknowledge that you are responsible for the actions and online safety of the Minor User. You agree to explain the rules and responsibilities in this EULA to the Minor User in an age-appropriate manner.

2. Privacy and Data Protection

Your privacy is critically important to us. Our data handling practices are governed by our **Privacy Policy**, which is incorporated by reference into this EULA. We comply with the Protection of Personal Information Act (POPIA) of South Africa [2] and the principles of the Children's Online Privacy Protection Act (COPPA) [3].

***POPIA and Children's Data:** Under POPIA, a "child" is anyone under 18. The processing of a child's personal information is prohibited without the consent of a competent person, such as a parent or guardian [4]. By accepting this EULA, you, as the Parent or Guardian, provide this necessary consent for us to collect, use, and process the Minor User's personal information as described in our Privacy Policy and this Agreement.*

Key data we collect includes:

- **Account Information:** Name, contact details, and payment information of the Parent or Guardian.
- **User Information:** Name and age of the Minor User or Student User.
- **Usage Data:** Data usage, call records, and interaction with our learning and e-commerce platforms.
- **Location Data:** For the purpose of providing the "Location Awareness" feature within our SafeZone services, with your explicit consent.
- **Educational Data:** Progress and activity on partner learning platforms.

We use this data to provide and improve our Services, ensure the safety and security of our users, and offer personalized experiences. We will not condition a child's participation in an activity on the disclosure of more personal information than is reasonably necessary.

3. Third-Party Services and Partnerships

Our Services integrate with various third-party solution providers to offer enhanced value, including educational platforms (e.g., Khan Academy, Duolingo), e-commerce partners (e.g., Treatley, Axiz.com), and reward providers.

When you access these third-party services, you acknowledge that:

- You may be subject to the separate terms of service and privacy policies of those third parties.
- We are not responsible for the content, features, or data practices of any third-party service.
- Your relationship with these third parties is directly between you and them.

We encourage you to review the terms and policies of any third-party service before use.

4. Future Services: Wallets, Fintech, and E-commerce

We are continuously innovating and plan to expand our Services to include features such as digital wallets, financial technology (fintech) services, and expanded edtech-related e-commerce.

- **Supplemental Terms:** The introduction of these new services may be subject to supplemental terms and conditions, which will be presented to you for acceptance before you can use them.
- **Notification:** We will notify you of any new services and associated terms through the app, email, or other means.
- **Financial Responsibility:** As the Parent or Guardian or the primary Student User, you will be responsible for all transactions and financial activities conducted through the account, including those made through future wallet or fintech features.

5. User Conduct and Responsibilities

You agree to use the Services responsibly and in compliance with all applicable laws. You will not:

- Use the Services for any illegal, harmful, or fraudulent activities.
- Attempt to circumvent our security features or parental controls.
- Infringe on the intellectual property rights of Connect+Funda Mobile or our partners.
- Share your account credentials with unauthorized individuals.

The Parent or Guardian is responsible for ensuring the Minor User adheres to these conduct standards.

6. Intellectual Property

All content, branding, software, and technology associated with the Services are the exclusive property of Connect+Funda Mobile and its licensors. We grant you a limited, non-exclusive, non-transferable, and revocable license to use the Services for personal, non-commercial purposes in accordance with this EULA.

7. Termination

- **By You:** You may terminate this Agreement at any time by closing your account and ceasing to use the Services.
- **By Us:** We reserve the right to suspend or terminate your account and access to the Services if you breach this EULA, fail to make payments, or engage in conduct that is harmful to our platform or other users.

8. Disclaimers and Limitation of Liability

The Services are provided "as is" and "as available" without any warranties of any kind. To the fullest extent permitted by law, Connect+Fundu Mobile disclaims all liability for any indirect, incidental, or consequential damages arising out of your use of the Services.

In accordance with the Consumer Protection Act (CPA) of South Africa [5], this clause does not limit our liability for gross negligence or willful misconduct.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes arising from this Agreement will be resolved in the appropriate courts of South Africa.

10. Changes to this Agreement

We may modify this EULA from time to time. We will provide you with reasonable notice of any material changes. Your continued use of the Services after the changes take effect will constitute your acceptance of the revised Agreement.

References

[1] EBnet. (2024). *Contractual Capacity of Minors*. <https://www.ebnet.co.za/contractual-capacity-of-minors/>

[2] POPIA. (n.d.). *Protection of Personal Information Act (POPI Act)*. <https://popia.co.za/>

[3] Federal Trade Commission. (n.d.). *Complying with COPPA: Frequently Asked Questions*. <https://www.ftc.gov/business-guidance/resources/complying-coppa-frequently-asked-questions>

[4] DataGuidance. (2022). *South Africa: Processing of children's personal information in the modern age of technology*. <https://www.dataguidance.com/opinion/south-africa-processing-childrens-personal>

[5] The Department of Trade, Industry and Competition. (n.d.). *Consumer Protection Act*. https://www.thedtic.gov.za/wp-content/uploads/Consumer_Protection_Act.pdf