

TERMS OF USE

and

TERMS AND CONDITIONS

MyFuture App

Career Guidance and Study Path Application

Effective Date: 19 March 2026
Last Updated: 19 March 2026
Scale Up Consulting (Pty) Ltd

IMPORTANT — PLEASE READ CAREFULLY

By creating an account, accessing, or using MyFuture App, you agree to be bound by these Terms of Use and Terms and Conditions. If you do not agree to these terms, do not use the App. If you are under 18 years of age, these terms apply to you in your capacity as a user of the App through your school's subscription.

1. About These Terms

1.1 These Terms of Use and Terms and Conditions (“Terms”) govern your access to and use of MyFuture App (“the App”), a career guidance and study path application operated by Scale Up Consulting (Pty) Ltd (Registration No: 2024/413584/07) (“we”, “us”, or “our”), a company registered in the Republic of South Africa with its principal place of business at 38 Blouberg Crescent, Kempton Park.

1.2 These Terms are governed by and must be read in conjunction with:

- (a) Our Privacy Policy, which explains what data we collect and how we handle it;
- (b) The Electronic Communications and Transactions Act 25 of 2002 (“ECTA”);
- (c) The Consumer Protection Act 68 of 2008 (“CPA”), to the extent applicable;
- (d) The Protection of Personal Information Act 4 of 2013 (“POPIA”), to the extent applicable.

1.3 We reserve the right to amend these Terms at any time. If we make material changes, we will notify you through the App. Your continued use of the App after such notification constitutes acceptance of the amended Terms. If you do not agree to the amended Terms, you must stop using the App.

1.4 In terms of section 11 of ECTA, these Terms are made available to you in a form that can be stored and reproduced.

2. Definitions

In these Terms, unless the context indicates otherwise:

“Account” means the user account created by a User upon redemption of an Activation Token, consisting of a self-chosen username and password;

“Activation Token” means the unique alphanumeric code provided by the Subscribing Institution to the User, which enables the User to create an Account;

“App” means the MyFuture App career guidance and study path application, including any web-based and mobile versions;

“Content” means all text, information, data, career guidance material, images, graphics, and other content made available through the App by us;

“Licence Period” means the period of 12 months from the date of token activation, or such other period as specified by the subscription, during which the User’s Account is active;

“Subscribing Institution” means the school, educational institution, or other organisation that has purchased Activation Tokens under a Commercial Licence Agreement with us;

“Subscription Fee” means the annual fee payable by the Subscribing Institution for the renewal of Activation Tokens and continued access to the App;

“Uploaded Content” means any documents, files, images, or other materials uploaded to the App by a User;

“User” or “you” means any individual who creates an Account and uses the App;

“User Data” means the data associated with a User Account, including the school name, grade level, username, hashed password, activity data, and any Uploaded Content.

3. Eligibility and Account Creation

3.1 To use the App, you must have a valid Activation Token provided by your Subscribing Institution. You may not purchase tokens directly from us.

3.2 To create an Account, you must:

- (a) Enter a valid, unredeemed Activation Token;
- (b) Select your grade level from the provided options;
- (c) Create a username;
- (d) Create a password.

3.3 Username requirements: You must **not** use your real name, surname, identity number, email address, phone number, or any other information that could identify you as a specific individual. We encourage you to choose a creative, anonymous username. We may, without notice, request that you change a username that appears to contain personal information.

3.4 You are responsible for maintaining the confidentiality of your username and password. You must not share your Account credentials with any other person. Any activity that occurs under your Account is your responsibility.

3.5 Each Activation Token may only be used once to create one Account. Activation Tokens are non-transferable and may not be shared, sold, or distributed outside of the Subscribing Institution.

3.6 We reserve the right to refuse registration, suspend, or terminate any Account that we reasonably believe has been created in violation of these Terms.

4. Subscription, Renewal, and Data Retention

IMPORTANT — DATA DELETION UPON NON-RENEWAL

If your Subscribing Institution does not renew its annual subscription, all User Accounts associated with that institution — including all data, progress, saved information, and uploaded documents — will be permanently and irreversibly deleted 6 (six) months after the expiry of the Licence Period. This applies equally to all Users, whether pupils or students.

It is your responsibility to download or export any Uploaded Content you wish to keep before the end of the Licence Period. We are not able to recover deleted data.

4.1 Access to the App is provided through annual subscriptions purchased by Subscribing Institutions. Individual Users do not pay subscription fees directly to us.

4.2 Licence Period: Each Licence Period runs for 12 (twelve) months from the date of token activation, or such other period as specified in the Commercial Licence Agreement between us and the Subscribing Institution.

4.3 Renewal: The Subscribing Institution may renew its subscription by purchasing a new batch of Activation Tokens and paying the applicable Subscription Fee prior to the expiry of the current Licence Period. Upon renewal, existing User Accounts will be extended for the new Licence Period and all data, progress, and Uploaded Content will be preserved.

4.4 Non-renewal and data deletion: If the Subscribing Institution does not renew its subscription and the Subscription Fee for the new year is not received by us:

- (a) Upon expiry of the Licence Period, all User Accounts associated with the Subscribing Institution will be placed in a “read-only” or “grace period” status. During the grace period, Users may log in to view and download their data but may not use the App’s active features;
- (b) **6 (six) months after the expiry of the Licence Period, all User Accounts, User Data, activity records, progress, saved information, bookmarks, and Uploaded Content associated with the Subscribing Institution will be permanently and irreversibly deleted from our systems;**
- (c) This deletion is automatic, applies equally to all Users (whether pupils or students), and cannot be reversed. We will not be able to recover any data after deletion;
- (d) We will use reasonable efforts to notify the Subscribing Institution at least 30 (thirty) calendar days before the scheduled deletion, reminding them of the upcoming data removal. However, we are not obligated to notify individual Users, and the responsibility to inform Users rests with the Subscribing Institution.

4.5 Individual withdrawal: If a User wishes to have their Account and data deleted before the end of the Licence Period, they may request this through the App or by contacting us. Deletion will be completed within 10 (ten) business days of the request.

4.6 Data export: Users are encouraged to download or export any Uploaded Content they wish to retain before the end of the Licence Period. Where technically feasible, the App will provide a data export function. We are not responsible for any loss of data resulting from a User's failure to export their data before deletion.

5. Acceptable Use

5.1 You agree to use the App only for its intended purpose: exploring career guidance, study paths, and related educational content.

5.2 You must not:

- (a) Use the App for any unlawful purpose or in violation of any applicable South African law;
- (b) Attempt to gain unauthorised access to any part of the App, other User Accounts, or our systems;
- (c) Use the App to transmit any viruses, malware, or other harmful code;
- (d) Interfere with or disrupt the App's functionality or the servers and networks connected to it;
- (e) Share, publish, or distribute your Activation Token or Account credentials to any person outside of the intended use;
- (f) Use the App to bully, harass, threaten, or intimidate any person;
- (g) Upload any content that is unlawful, harmful, threatening, abusive, defamatory, obscene, or otherwise objectionable;
- (h) Upload any content that infringes the intellectual property rights, privacy rights, or other rights of any third party;
- (i) Use any automated means (bots, scrapers, or similar) to access or interact with the App;
- (j) Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the App;
- (k) Copy, reproduce, distribute, or create derivative works from the App or its Content.

5.3 We reserve the right to suspend or terminate your Account immediately and without notice if we reasonably believe you have breached any of these acceptable use provisions.

6. Uploaded Content

6.1 The App may allow you to upload documents, files, and other content ("Uploaded Content"). You retain ownership of your Uploaded Content.

6.2 By uploading content to the App, you grant us a limited, non-exclusive licence to store, process, and display that content to you for the purpose of providing the App's services. We will not use, share, publish, or distribute your Uploaded Content for any other purpose.

6.3 You are solely responsible for the content you upload. You represent and warrant that:

- (a) You have the right to upload the content;
- (b) The content does not infringe the intellectual property, privacy, or other rights of any third party;
- (c) The content does not contain any unlawful, harmful, or objectionable material;
- (d) The content does not contain viruses or other harmful code.

NOTICE REGARDING UPLOADED DOCUMENTS AND PERSONAL INFORMATION

Documents you upload (such as CVs, certificates, or school reports) may contain personal information about you or others. While the App itself does not request personal information, we cannot prevent you from including it in documents you choose to upload.

We treat all Uploaded Content as confidential. We do not access, read, analyse, or share the contents of your uploaded documents except to the extent technically necessary to store and display them to you.

You are responsible for ensuring that any documents you upload do not contain personal information of third parties without their consent. All Uploaded Content is subject to the deletion policy in clause 4.

6.4 We reserve the right to remove any Uploaded Content that we reasonably believe violates these Terms, without prior notice.

6.5 File size and type limitations may apply. Details of permitted file types and maximum file sizes are provided within the App.

6.6 All Uploaded Content is subject to the data retention and deletion provisions in clause 4. Upon expiry of the 6-month grace period following non-renewal, all Uploaded Content will be permanently deleted.

7. Career Guidance Disclaimer

THIS APP DOES NOT PROVIDE PROFESSIONAL ADVICE

The career guidance, study path information, and recommendations provided through the App are for general informational and educational purposes only. They do not constitute professional career counselling, vocational assessment, psychological evaluation, aptitude testing, or any form of regulated professional advice.

7.1 The App is a supplementary educational tool designed to support the CAPS Life Orientation / Life Skills curriculum. It is not a replacement for professional career counselling.

7.2 We do not guarantee the accuracy, completeness, or currency of the career information provided. Career fields, qualification requirements, university admission criteria, bursary

availability, and employment market conditions change frequently. Users should independently verify any information before making career or study decisions.

7.3 We make no guarantee or representation regarding career outcomes, study placement, university admission, bursary awards, or employment arising from the use of the App.

7.4 Career and study decisions should be made in consultation with qualified career guidance professionals, educators, parents, and family members.

7.5 Where the App uses automated processing (including algorithms) to generate career recommendations, these recommendations are advisory only and do not constitute binding decisions. You are free to disregard any recommendation.

8. Intellectual Property

8.1 All intellectual property rights in the App, including but not limited to copyright, trademarks, trade names, logos, designs, source code, algorithms, databases, and all Content, are the exclusive property of Scale Up Consulting (Pty) Ltd or its licensors and are protected by the Copyright Act 98 of 1978 and other applicable South African and international intellectual property laws.

8.2 Your use of the App does not grant you any ownership of or licence to our intellectual property except the limited, personal, non-transferable, non-exclusive right to access and use the App for its intended purpose during the Licence Period.

8.3 The CAPS curriculum content referenced in the App is the property of the Department of Basic Education. Our presentation and arrangement of this content within the App is our intellectual property.

8.4 You may not reproduce, distribute, display, sell, licence, or otherwise exploit any Content from the App without our prior written consent.

9. Privacy

9.1 Your use of the App is also governed by our Privacy Policy, which is available within the App and at <https://myfutureapp.co.za/terms>. The Privacy Policy explains what data we collect, how we use it, how we protect it, and your rights.

9.2 By using the App, you acknowledge that you have read and understood our Privacy Policy.

9.3 We remind you that the App has been designed to operate without collecting personal information as defined in POPIA. You are instructed not to include personal information in your username. If you upload documents containing personal information, you do so at your own discretion and responsibility.

10. Availability and Modifications

10.1 We will use reasonable efforts to ensure that the App is available during school hours. However, we do not guarantee uninterrupted, error-free, or continuous access.

10.2 We may from time to time modify, update, or discontinue features of the App without prior notice. We will use reasonable efforts to ensure that material changes do not negatively affect the User experience.

10.3 Scheduled maintenance may result in temporary unavailability. Where possible, we will schedule maintenance outside school hours.

10.4 We are not responsible for any unavailability caused by circumstances beyond our reasonable control, including internet outages, power failures, natural disasters, or the User's own device or connectivity issues.

11. Limitation of Liability and Disclaimer of Warranties

11.1 To the maximum extent permitted by South African law, the App is provided on an "as is" and "as available" basis, without any warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

11.2 We do not warrant that:

- (a) The App will meet your specific requirements or expectations;
- (b) The App will be uninterrupted, timely, secure, or error-free;
- (c) The career information, recommendations, or content will be accurate, complete, or current;
- (d) Any defects will be corrected.

11.3 To the maximum extent permitted by law:

- (a) We shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of data, loss of educational opportunity, loss of profit, or emotional distress, arising from your use of the App;
- (b) Our total aggregate liability for any claim arising from or relating to the App or these Terms shall not exceed the amount of the Subscription Fee paid by the Subscribing Institution for the current Licence Period, divided by the number of Activation Tokens in the relevant Batch;
- (c) We shall not be liable for any loss or damage arising from the deletion of data upon non-renewal as described in clause 4, provided that we have complied with the notice provisions therein.

11.4 Nothing in these Terms excludes or limits our liability for fraud, wilful misconduct, death or personal injury caused by our negligence, or any liability that cannot be excluded under South African law, including the CPA where applicable.

12. Indemnification

12.1 You agree to indemnify, defend, and hold harmless Scale Up Consulting (Pty) Ltd, its directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- (a) Your breach of these Terms;

- (b) Your use of the App in a manner not authorised by these Terms;
- (c) Any Uploaded Content that infringes the rights of a third party;
- (d) Any misuse of your Account credentials.

13. Third-Party Links and Content

13.1 The App may contain links to third-party websites and resources (such as university websites, bursary portals, or career information platforms). These links are provided for convenience and information only.

13.2 We do not control, endorse, or assume responsibility for the content, privacy policies, or practices of any third-party websites. You access third-party websites at your own risk.

13.3 In terms of section 26 of ECTA, we hereby disclose that certain content within the App may link to or reference external sources. We are not responsible for the accuracy, availability, or reliability of such external content.

14. Account Suspension and Termination

14.1 We may suspend or terminate your Account at any time if:

- (a) You breach these Terms;
- (b) We are required to do so by law or a court order;
- (c) We reasonably believe your Account is being used fraudulently or for unauthorised purposes;
- (d) The Subscribing Institution requests deactivation of your Account;
- (e) The Subscribing Institution's subscription expires or is terminated.

14.2 Upon suspension, you will not be able to access the App but your data will be retained. Upon termination, your data will be handled in accordance with clause 4.

14.3 You may request deletion of your Account and data at any time by contacting us through the App or at the contact details in clause 18.

15. Electronic Communications (ECTA Compliance)

15.1 In accordance with the Electronic Communications and Transactions Act 25 of 2002:

- (a) These Terms constitute a valid and binding electronic agreement;
- (b) Your acceptance of these Terms by creating an Account and using the App constitutes your electronic signature and consent to be bound by these Terms;
- (c) Data messages (including any communications between you and us) shall be deemed to have been received when they enter the information system of the recipient;
- (d) We will make these Terms available to you in a form that may be stored and reproduced.

15.2 In terms of section 43 of ECTA, the following information is provided:

Full name: Scale Up Consulting (Pty) Ltd
Registration number: 2024/413584/07
Physical address: 38 Blouberg Crescent, Kempton Park
Email address: natasha@myfutureapp.co.za
Website: <https://myfutureapp.co.za>
Directors: Natasha Prins

16. Governing Law and Dispute Resolution

16.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

16.2 In the event of any dispute arising from or in connection with these Terms or the use of the App, the parties shall first attempt to resolve the dispute through good-faith negotiation.

16.3 If the dispute is not resolved within 30 (thirty) days, either party may refer the matter to mediation under the rules of the Arbitration Foundation of Southern Africa (AFSA).

16.4 The parties submit to the jurisdiction of the Western Cape Division of the High Court of South Africa for any matter that cannot be resolved through negotiation or mediation.

16.5 Nothing in this clause prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

17. General Provisions

17.1 Entire Agreement: These Terms, together with the Privacy Policy, constitute the entire agreement between you and us regarding the use of the App and supersede all prior agreements and understandings.

17.2 Severability: If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

17.3 Waiver: Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

17.4 Assignment: You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations under these Terms in connection with a merger, acquisition, or sale of all or substantially all of our assets, provided that the assignee agrees to be bound by these Terms.

17.5 Force Majeure: We shall not be liable for any failure or delay in performing our obligations caused by circumstances beyond our reasonable control, including natural disasters, war, terrorism, riots, government actions, power failures, internet outages, pandemics, or epidemics.

17.6 No Agency: Nothing in these Terms creates a partnership, joint venture, employment relationship, or agency relationship between you and us.

17.7 Headings: The headings in these Terms are for convenience only and do not affect interpretation.

18. Contact Us

If you have any questions, concerns, or complaints about these Terms or the App, please contact us:

	Details
Company	Scale Up Consulting (Pty) Ltd
Registration Number	2024/413584/07
Physical Address	38 Blouberg Crescent, Kempton Park
Email	natasha@myfutureapp.co.za
Telephone	082 306 2547
Website	https://myfutureapp.co.za

To lodge a complaint with the Information Regulator of South Africa:

Email: complaints.IR@justice.gov.za

Telephone: 012 406 4818

Website: <https://inforegulator.org.za>

ACKNOWLEDGEMENT

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