



Terms and Conditions

Last Updated: 7 January 2026

Fundabuddy is a digital learning product developed and operated by **BrightEdu Company** ("BrightEdu", "we", "us", or "our"), a company operating in the Republic of South Africa.

These Terms and Conditions ("Terms") govern access to and use of the Fundabuddy website, mobile application, and related services (collectively, the "Platform").

By accessing or using the Platform, the learner ("User") and, where applicable, their parent or legal guardian ("Guardian") agree to be bound by these Terms. If you do not agree, please do not use the Platform.

1. Definitions

- **"BrightEdu Company"** refers to the entity that develops, owns, and operates the Fundabuddy Platform.
- **"Fundabuddy"** refers to the digital learning product and brand owned by BrightEdu Company.
- **"User"** refers to a learner using the Platform.
- **"Guardian"** refers to a parent or legal guardian responsible for a User under the age of 18.
- **"CAPS"** refers to the Curriculum and Assessment Policy Statement issued by the South African Department of Basic Education.

2. Account Eligibility and Guardian Consent

2.1 Age Eligibility

The Platform is intended for learners between the ages of **8 and 18 years**.

2.2 Guardian Consent (Children's Act Compliance)

Users under 18 may only access or use the Platform with the **verifiable consent of a Guardian**. By granting consent, the Guardian:

- Confirms they are legally authorised to act on behalf of the User;
- Accepts responsibility for the User's use of the Platform; and
- Consents to the processing of the User's personal information by BrightEdu Company in accordance with POPIA and the Fundabuddy Privacy Statement.

2.3 Accuracy of Information

Users and Guardians agree to provide accurate and up-to-date information, including grade level and subject selection. Inaccurate information may limit the effectiveness of AI-driven learning content.

3. Description of the Service

3.1 Educational Purpose

Fundabuddy is an **AI-powered educational support platform** developed by BrightEdu Company to provide STEM learning content aligned with the CAPS curriculum. The Platform is intended as a **supplementary educational tool** and does not replace formal schooling or professional educational instruction.

3.2 Artificial Intelligence Disclaimer

While BrightEdu Company takes reasonable measures to ensure accuracy and relevance, AI-generated content may occasionally contain errors or outdated information. Users and Guardians acknowledge that:

- Content is provided for educational assistance only; and
- BrightEdu Company does not guarantee academic performance, examination results, or school progression.

3.3 Platform Availability

BrightEdu Company endeavours to ensure reliable access to the Platform but does not guarantee uninterrupted service. Temporary interruptions may occur due to maintenance, upgrades, or technical issues.

4. Acceptable Use

Users agree to use the Platform responsibly and in compliance with all applicable South African laws. Users may not:

- Share login credentials with unauthorised third parties;
- Attempt to access, disrupt, or interfere with the Platform's systems or security features;
- Use the Platform for unlawful, harmful, or non-educational purposes;
- Upload, generate, or share content that is abusive, discriminatory, offensive, or inappropriate; or
- Engage in conduct that may harm BrightEdu Company, Fundabuddy, or other users.

BrightEdu Company reserves the right to suspend or terminate access for violations of these Terms.

5. Intellectual Property

5.1 Fundabuddy and BrightEdu Intellectual Property

All content, software, AI models, lessons, videos, designs, trademarks, and logos on the Platform are the intellectual property of **BrightEdu Company** or its licensors and are protected under South African intellectual property laws.

Users are granted a **limited, non-exclusive, non-transferable licence** to access and use the Platform solely for personal, non-commercial educational purposes.

5.2 User-Generated Content

Any work or content submitted by the User remains the User's intellectual property. By submitting content, the User and Guardian grant BrightEdu Company a **royalty-free, non-exclusive licence** to use such content to:

- Operate, maintain, and improve the Platform;

- Personalise learning experiences; and
- Train and refine AI systems, using anonymised or aggregated data where reasonably possible.

6. Fees, Subscriptions, and Consumer Rights

6.1 Pricing Transparency (CPA Compliance)

Where Fundabuddy offers paid features or subscriptions, all pricing will be clearly disclosed in South African Rand (ZAR) and inclusive of VAT where applicable.

6.2 Cancellation

Guardians may cancel subscriptions at any time via account settings. Cancellation terms, including access duration, will be communicated at the time of subscription.

6.3 Consumer Protection

Nothing in these Terms limits any rights afforded to Guardians or Users under the **Consumer Protection Act, 2008**.

7. Data Protection and Privacy

BrightEdu Company processes personal information in compliance with the **Protection of Personal Information Act, 2013 (POPIA)**.

Details regarding the collection, use, storage, and protection of personal information are outlined in the **Fundabuddy Privacy Statement**, which forms part of these Terms.

8. Limitation of Liability

8.1 General Limitation

To the maximum extent permitted by South African law, BrightEdu Company and Fundabuddy are not liable for:

- Indirect, incidental, or consequential losses;
- Loss of data, academic outcomes, or anticipated results; or
- Service interruptions beyond reasonable control.

8.2 Statutory Rights Preserved

These Terms do not exclude or limit any rights that cannot be lawfully excluded under South African law.

9. Suspension and Termination

BrightEdu Company may suspend or terminate access to the Platform if:

- These Terms are breached;
- The Platform is misused; or
- Required by law, regulation, or a competent authority.

10. Amendments to These Terms

BrightEdu Company may update these Terms periodically. Material changes will be communicated to Guardians via the registered email address. Continued use of the Platform after updates constitutes acceptance of the revised Terms.

11. Governing Law and Jurisdiction

These Terms are governed by the **laws of the Republic of South Africa**, and any disputes shall be subject to the jurisdiction of South African courts.

12. Contact Details

For queries, complaints, or legal notices, please contact:

Email: queries@[fundabuddy.co.za](mailto:queries@fundabuddy.co.za)