



## Corporate Terms and Conditions

Mygrow is a powerful tool for developing people since it is built on the latest research in neuroscience and positive psychology. You will find it to be unlike any other people development process you may have used before since the pedagogy and technology ecosystem are unique, and the tracking and ROI reporting mechanisms are precise.

As part of this journey, our team will engage with you to find out what your strategies for people development are - and receive access to goals and values within your organisation, to name only some of the private and confidential information that will change hands. Our reputation as a company that operates with integrity grossly underpins our own goals and aspirations - and this bold stance means that we say what we mean and we mean what we say: we do not take this responsibility of handling your privacy and security lightly. In fact - our goal is to be far beyond reproach - at all times.

We understand how it is important to also show you how you can trust us. Therefore, information on how we do this can be found within the contents of this document.

We are on a mission to build an emotionally intelligent world. Our hope is that through mutual trust, unwavering respect, and irreproachable ethics, we can play a part in making your great talent even better.

Kind regards,

**Mark Baker**  
Founder & CEO

# 1 Product and Service Delivery

1.1 Scope of Service | subscriptions, enablement, roll-out & resources

1.1.1 **SUBSCRIPTIONS** - Mygrow shall provide the Client with Subscriptions to Mygrow's online Emotional Intelligence ("EQ") Development Platform for use by its Employees.

1.1.1.1 The Subscriptions allow for per-person time-based access to the Platform's EQ development resources and functionality that are provided by the level of purchased subscriptions.

1.1.1.2 The number and duration of Subscriptions purchased are reflected on the officially accepted quote or invoice sent by Mygrow as a result of discussions with a Mygrow representative.

1.1.1.3 Mygrow makes allowance for a buffer period of up to six calendar months from the date of payment of an invoice, to the activation of purchased Subscriptions or Value Added Services. After six calendar months all the purchased subscriptions that are not already being utilised, along with any outstanding Value Added Services, will be considered activated and the onus will be on the Client to ensure that these subscriptions and services are allocated and used effectively and within the remainder of the duration of time, based on a previously paid for Invoice.

1.1.1.4 Subscriptions may be "swapped out" (i.e. allocated to and used by another Employee) once per Employee per license, and the newly allocated Employee will be given access for the remainder of the subscription period.

1.1.2 **EMPLOYEES** - The subscriptions allow Employees to engage with the following EQ development aspects that form part of their license:

1.1.2.1 **Single daily "droplets"** of learning consisting of a video, a quiz, and a technique, which take an average of 15 (fifteen) minutes to complete;

1.1.2.2 **Scoring** on all techniques by the crowdsourced technique coaches according to the technique rubrics, maintaining the highest level of data security through randomised and anonymous access and in keeping with Mygrow's [Data Mapping](#) sheet;

1.1.2.3 **Feedback** on intermittent (3 per module) completed techniques provided by online crowdsourced technique coaches. See 1.1.2.2 above regarding confidentiality;

1.1.2.4 **Tracking** of their progression through the relevant droplets and modules;

1.1.2.5 The value of their current **Growth Score** (a proprietary algorithm that provides a dynamic and gamified indication of engagement in the EQ development aspects related to the Mygrow platform). Also see 1.1.2.9;

1.1.2.6 **Self-assessments** related to EQ and other EQ related competencies undertaken intermittently as part of the development process;

- 1.1.2.7 **Peer-assessments** (where applicable) once there have been 5 (FIVE) or more peers giving feedback;
- 1.1.2.8 **Summaries:** An indication of the Employees overall EQ strengths and development areas;
- 1.1.2.9 **Gamification:** Their current position on the gamified leaderboard based on progress and growth score. Also see 1.1.2.5;
- 1.1.2.10 **Resources:** A host of additional resources that are added to the platform from time to time which may include micro modules, assessments, webinars, documents etc. These resources are for the sole purpose of adding value to users. These resources may not be duplicated, displayed, used or downloaded, or otherwise distributed outside of the context of a journey of EQ Development for Mygrow licensed individuals who are within the particular organisation;
- 1.1.2.11 **Support:** Platform support for Employees who need guidance regarding access or general queries relating to their personal Mygrow journey is available from Monday - Friday, 09:00-17:00 via a chat option that “pops up” on the website or at [support@mygrow.co.za](mailto:support@mygrow.co.za). There is also a self-help option that is available on the platform 24/7.
- 1.1.3 **CLIENTS:** The purchasing of subscriptions within the corporate service offering tiers allows the Client to engage to varying degrees with the following aspects that form part of Mygrow's corporate offering:
  - 1.1.3.1 **Dedicated Key Account Manager:** each corporate client (minimum group of 10) is assigned a key account manager whose objective is to facilitate the best possible engagement with the Mygrow platform and maximise the return on investment to the client. The key account manager is the main point of contact within Mygrow for the Client.
  - 1.1.3.2 **Limited access for corporate clients that have a group of fewer than 10 users** will include a Handover Meeting, access to the Success Portal & Reporting Dashboard, and access to a launch video for a self-directed internal Launch. Excluded from this offering are the continued monthly account management and any facilitated sessions for the group (See points below for an elaboration of these artifacts).
  - 1.1.3.3 **Handover Meeting:** Once the sales process has been concluded a meeting will be hosted by the Key Account Manager. This meeting is intended to: empower The Client with a high-level view of the journey ahead; confirm the Employees receiving Subscriptions; agree on the best rollout approach and motivation for internal champions; finalise procurement and administrative concerns; confirm upcoming dates for the roll-out process; and, provide an orientation to the Success Portal.
  - 1.1.3.4 **Success Portal:** the Client will be given access to the Success Portal which contains a host of additional resources for rollout, communications, and equipping of Employees, Champions, and the Client's key point of contact. The Key Account Manager provides change management support and a framework for the roll-out of the development journey, together with ongoing

support as an enabler. The onus is on the Client to interpret the usage of the Success Portal elements within the context of their Company while leaning on the expertise of the Key Account Manager as a guide. Helpful resources include conversational activities, project implementation elements, specific communications, champion support artifacts, etc.

- 1.1.3.5 **Pre-Launch Meeting:** an introduction and orientation for the Champions with the account manager prior to the launch to enable them to use the Champion Toolkit (a resource for the Champions that includes email templates, related video links, conversation topics, monthly activities, and support resources). This meeting enables the Champions to effectively use the countdown mailers and teasers as well as provide time for preparation before launch.
- 1.1.3.6 **Reporting Dashboard:** the Client will have the opportunity to nominate individuals who will be provided with access to the Mygrow reporting dashboard which offers rich data on individual progress, growth scores and group psychometric assessments. The nominations should be based on the Clients requirements and may include champions. (NB: No confidential information is shared on the reporting dashboard outside of identifying information as provided by the Client for individual progress and growth scores. All personal EQ assessments and technique submissions are confidential and will not be disclosed to the Client under any circumstances).
- 1.1.3.7 **Launch:** this is a session to officially introduce the Employees to Mygrow and is used to highlight the importance of EQ, the personal and company benefits, and how to access and use Mygrow. Each Employee will receive their login details and welcome email during the launch session and will be able to start their journey thereafter. Depending on what has been procured by the client a launch may take the following forms:
  - 1.1.3.7.1 a presentation (or set of presentations) by a Mygrow representative
  - 1.1.3.7.2 a pre-recorded launch video, presented by Mygrow, which can be cascaded throughout the Client
- 1.1.3.8 **Monthly Check-in:** a monthly meeting between the point of contact for the Client, the champions, and the Mygrow account manager will be held. The purpose of the Check-in is: to maximise the rollout process; scrutinise the reporting dashboard; discuss insights, make adjustments, provide feedback and answer questions.
- 1.1.3.9 **Facilitated Sessions:** accessible to Employees who have completed Bootcamp (Module 1) the facilitated sessions are hosted by Mygrow or internally trained facilitators and can be aimed at Exco/Senior Management or general Employees. The number of sessions is based on the procured volumes.
- 1.1.3.10 **Surveys and discussion:** Mygrow users complete surveys at the end of each module. The survey results will be collated and shared with you in a meeting with your Key Account Manager on a quarterly basis.

1.1.3.11 **Path of escalation** - Please allow 48 hours for this “first-line” response from our customer support desk. However, should you need a more urgent remedy or not receive a response within this time frame, you can escalate your request to the Client Success / Operations representative.

## 2 Pricing, Quoting, Invoicing, and Payment

- 2.1 Should the Client wish to purchase Subscriptions, or any Value Added Services from Mygrow, a formal Quote and/or Invoice will be supplied in line with the current pricing relevant at the date and time of the request.
- 2.2 Any special pricing conditions that may be applicable or that have been agreed to between the Client and Mygrow in writing will be reflected on the official Quote and/or Invoice.
- 2.3 Should a specific Agreement regarding pricing be in place as the result of a formal RFQ-process, terms as agreed to between the parties in the applicable signed Agreement, specific to a positive RFQ outcome, will supersede terms in these Terms and Conditions, referenced under section 2 (2.1 up until, and including 2.9) with the exception of 2.7 herein.
- 2.4 Mygrow will provide the procured number of Subscriptions and Value Added Services, in return for the Client paying Mygrow a full upfront payment as reflected on an official Mygrow Invoice.
- 2.5 Payment must precede the activation of purchased Subscriptions and/or the implementation of any Value Added Services.
- 2.6 The cost of Subscriptions or Value Added Services are treated as private and confidential, based on various factors such as current active licenses and the volume of Subscriptions required. Therefore, should the client wish to take advantage of the discounted pricing of higher tiers, associated with particular discounts, the Client must make an upfront purchase of the requisite number of licenses. This will enable any discounts applicable to that higher tier's pricing for that instance. If the Client opts to purchase Subscriptions incrementally, in addition to an upfront purchase of a specific number of licenses, or in smaller batches, the Client may forfeit the discounted pricing offered through higher tiers and be billed at the price aligned with the tier applicable to the volume in each purchased batch at the time of the enquiry.
- 2.7 Any information relating to payment terms or the price per license is treated as confidential by all parties involved (see 2.3).
- 2.8 In the event of the Client purchasing additional or subsequent Subscriptions, these Subscriptions will be issued to the Client based on the same terms and conditions contained in these Terms and Conditions.
- 2.9 Any subscriptions or Value Added Services that remain unused beyond the 6 calendar months buffer period (see 1.1.1.3) from the date of payment of an invoice will be automatically activated and used up as if the subscriptions or services were being fully utilised by the Client.

### **3 Confidential Information Of Employees in the case of a Corporate Subscription:**

- 3.1 The parties wish to specifically record how the Processor is entitled to Process specific Data contemplated in terms of this Agreement, and the limitations applicable to the subsequent sharing of additional information with the Client:
- 3.2 Participating Employee(s) voluntarily engage and interact, at a personal and confidential level, on the Processor's platform through their inputs for technique completion, discussions as well as psychometric assessments;
- 3.3 Through these voluntary engagements and interactions, the Processor may, in turn, become aware of private and sensitive information, as this specifically relates to participating Employee(s);
- 3.4 This information remains the participating Employee(s) personal and private data and is considered the property of that Employee;
- 3.5 The information obtained by the Processor, is treated as private and confidential, in terms of POPIA and EU GDPR. Mygrow and will not share this with the Client under any circumstances;
- 3.6 Participating Employee(s) are aware that, and consent to, the Processor sharing the following information with the Client:
  - 3.6.1 The participating Employees' "Mygrow Growth Score";
  - 3.6.2 The participating Employees' progress through droplets and modules; and
  - 3.6.3 In the case of psychometric or other individual assessments, the Aggregated - therefore adding a further veil of anonymity - data of 5 (FIVE) or more Employees, showing overall strengths, development areas, blind spots or trends for participating groups.

## 4 Data Confidentiality in the case of a Corporate Client

- 4.1 The Processor shall, within 30 (thirty) business days of a written demand from an authorised representative of a Corporate Client:
  - 4.1.1 return or destroy (as stipulated by the Client), and procure the return or destruction of all Data and all copies of it (whether on paper, electronic, or another format) held by the Processor or by any Permitted Recipient without keeping any copies or partial copies thereof;
  - 4.1.2 delete or procure the deletion of all Confidential Information from any computer, server, word processor, or other electronic devices in the possession or control of the Processor or any Permitted Recipient; and
- 4.2 The Processor shall not be required to return, destroy, or delete Data to the extent that:
  - 4.2.1 it is required to retain such Data by law or to satisfy the rules and regulations of a regulatory body to which the Processor or any Permitted Recipient is subject;
  - 4.2.2 the Data is already known to the Processor or Permitted Recipient at the date of the Processor or Permitted Recipient received access to the Data in terms of these Terms and Conditions; or
  - 4.2.3 the Data is already in possession of the public or becomes available to the public otherwise than through an act of default by the Processor or Permitted Recipients.
- 4.3 If the Processor is required to disclose Data pursuant to a requirement or request by operation of law, regulation, or court order, it will:
  - 4.3.1 advise the Client thereof in writing prior to disclosure, where possible;
  - 4.3.2 take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
  - 4.3.3 in the case of any disclosure required in terms of the Promotion of Access to Information Act, 2000 apply the principles of Chapter 4 (the grounds for refusal of access) thereof to avoid and/or limit the extent of any such disclosure;
  - 4.3.4 afford the Client a reasonable opportunity, if possible, to intervene in the proceedings;
  - 4.3.5 comply with the Client's reasonable requests as to the manner and terms of any such disclosure;
  - 4.3.6 notify the Client of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it is made.

## 5 Confidentiality and Data Protection

### 5.1 Confidentiality And Announcements

- 5.1.1 The Parties acknowledge that, during the course of their association with one another, they may acquire and be in possession of, and/or gain access to, inter alia, confidential information, including but not limited to the matters which relate to the businesses of the Parties in respect of which information is not readily available in the normal course of business to competitors, all of which are hereafter referred to as “the Confidential Information”.
- 5.1.2 The Parties hereby undertake, as an irrevocable stipulation in favour of one another, to protect the proprietary interest in the Confidential Information, and not to –
  - 1.1.1.1 with effect from the Effective Date and in perpetuity, divulge or disclose to others in any form whatsoever, either directly or indirectly, any of the other party's Confidential Information;
  - 1.1.1.2 after the Effective Date and at any time after the termination of an Agreement, to use for their own benefit, or for the benefit of any other person in any form or manner whatsoever, directly, or indirectly, any of the other party's Confidential Information.
- 5.1.3 The Parties shall each ensure that all their officers, directors, employees, representatives, contractors, and/or agents who act on their behalf in terms of the service delivery of Mygrow, sign a confidentiality undertaking substantially similar to that set out in this section and that only such officers, directors, employees, representatives, contractors and/or agents shall be the recipients of any Confidential Information.