

KOLOSO

Terms of Service

Version 2.1 | Effective Date: 6 March 2026 | www.koloso.app

Please read these Terms carefully

By subscribing to or using Koloso, the subscribing school (and authorised users) agree to these Terms. If you are agreeing on behalf of a school or organisation, you confirm you have authority to bind that organisation. These Terms form a legally binding contract.

1. About Koloso and these terms

Koloso Ltd (“Koloso”, “we”, “us”) is an educational technology company operating the Koloso Teaching Support System (“the Platform”) — a digital tool for primary school teachers providing curriculum-aligned lesson planning, teaching guidance, formative assessment, and progress reporting.

These Terms of Service (“Terms”) govern access to and use of the Platform by subscribing schools (“School”) and their authorised users (teachers, school administrators). They should be read alongside our Privacy Policy (koloso.com/privacy), which governs how we handle personal data.

2. Subscription and access

2.1 School subscription

Koloso is sold as a school-level subscription. The subscribing school is the contracting party and is responsible for ensuring that its authorised users comply with these Terms. Subscriptions are offered on an annual basis unless otherwise agreed in writing.

2.2 Authorised users

The school may grant access to teachers and administrators (“Authorised Users”) within its institution. Authorised Users must not share account credentials. The school is responsible for revoking access when an Authorised User leaves or no longer requires access.

2.3 Acceptable use

The Platform may only be used for its intended educational purpose: supporting teachers to plan, deliver, assess, and report on teaching within the subscribing school. Authorised Users must not:

- Use the Platform for any commercial purpose outside the educational service
- Attempt to access, modify, or extract data belonging to other schools
- Reverse engineer, copy, or create derivative works from any part of the Platform
- Upload or transmit malicious code, harmful content, or content that violates any law
- Share or publish student data outside the Platform without the school’s authorisation

3. Fees and Payment

3.1 Subscription fees

Subscription fees are as agreed in the school's subscription agreement or purchase order. Koloso will provide an invoice at the start of each subscription period. Fees are payable within 30 days of invoice unless otherwise agreed.

3.2 Renewal

Subscriptions renew automatically at the end of each subscription period unless the school provides written notice of non-renewal at least 30 days before the renewal date. Renewal fees will be notified in advance.

3.3 Non-payment

Koloso reserves the right to suspend access to the Platform if fees remain unpaid more than 30 days after the due date, following written notice to the school. Data will be retained during any suspension period and will not be deleted without further notice.

4. Platform availability and support

Koloso aims to provide reliable access to the Platform and will notify schools in advance of any planned maintenance. We do not guarantee uninterrupted availability. In the event of a service outage lasting more than 48 consecutive hours, schools may request a pro-rated credit against their next invoice.

Technical support is available via support@koloso.app during business hours (08:00–17:00 Central Africa Time, Monday to Friday). We will acknowledge support requests within one business day and aim to resolve issues within five business days.

5. Data: Ownership, processing, and protection

5.1 School data ownership

All data uploaded or generated by the school through the Platform ("School Data"), including student assessment data and teacher records, remains the property of the subscribing school. Koloso has no ownership claim over School Data.

5.2 Data processing

Koloso processes School Data as a data processor acting on the instructions of the school (the data controller), consistent with the Zambia Data Protection Act No. 3 of 2021, South Africa's POPIA, Nigeria's NDPR, and Uganda's Data Protection and Privacy Act 2019. Our full data processing practices are set out in our Privacy Policy.

5.3 Children's data — absolute restrictions

Unconditional commitment on children's data

Koloso will not, under any circumstances, use, share, license, or sell student data for advertising directed at students, commercial profiling of students, or any purpose unrelated to the delivery of the educational service to the subscribing school. This applies regardless of any change in Koloso's ownership, business model, or commercial arrangements.

5.4 School responsibilities

The subscribing school is responsible for:

- Ensuring it has appropriate consent or legal authority to share student data with Koloso
- Informing students and parents that Koloso is used by the school and that student data is processed for educational purposes
- Keeping its own records of the student data shared with Koloso
- Notifying Koloso promptly if it becomes aware of any unauthorised access to or misuse of data

5.5 Data on subscription termination

On termination of a school's subscription, Koloso will provide the school with an export of its School Data in a standard format within 14 days of request. Unless the school requests earlier deletion, data will be retained for one year following termination (in line with Zambia DPA Section 51 requirements) before being deleted or anonymised.

6. Intellectual property

6.1 Koloso's intellectual property

All intellectual property in the Platform — including the software, curriculum mapping databases, micro-guidance content, question banks, and user interface — is owned by Koloso or its licensors. These Terms grant the school a limited, non-exclusive, non-transferable licence to use the Platform for its educational purposes during the subscription period. No other rights are granted.

6.2 School content

Content created by Authorised Users on the Platform (such as custom lesson plans or notes) remains the intellectual property of the school or the individual teacher who created it. By uploading content to the Platform, the school grants Koloso a limited licence to store and display that content for the purpose of delivering the service. Koloso will not use teacher-created content for any commercial purpose without express written consent.

7. Warranties and Limitation of Liability

7.1 Koloso's warranties

Koloso warrants that: (a) it has the right to provide the Platform and to grant the licences in these Terms; (b) the Platform will function substantially as described in its documentation; and (c) it will comply with applicable data protection laws in processing School Data.

7.2 No educational outcome guarantee

Koloso does not warrant that use of the Platform will result in any specific improvement in student learning outcomes. The Platform is a tool to support teachers; outcomes depend on many factors outside Koloso's control, including teacher engagement, school context, and student circumstances.



7.3 Limitation of liability

To the fullest extent permitted by applicable law, Koloso's total liability to the school for any claim arising out of or in connection with these Terms (whether in contract, tort, or otherwise) shall not exceed the total subscription fees paid by the school in the 12 months preceding the claim. Koloso shall not be liable for any indirect, consequential, or loss-of-profit damages.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

8. Termination

Either party may terminate these Terms on written notice if the other party materially breaches these Terms and fails to remedy the breach within 30 days of written notice. Koloso may terminate immediately if: (a) the school fails to pay fees and does not remedy within 14 days of notice; or (b) the school uses the Platform in a manner that creates legal risk for Koloso or third parties.

On termination, the school's access to the Platform will cease and the provisions of Section 5.5 (data on termination) will apply.

9. Governing Law and Disputes

These Terms are governed by the laws of the Republic of Zambia. The parties will attempt to resolve any dispute informally in the first instance. If a dispute cannot be resolved within 30 days, it will be referred to mediation administered by the Zambia Institute of Arbitrators before any court proceedings are commenced.

Where a school is located outside Zambia, nothing in these Terms prevents a school from seeking relief through its local courts if urgent injunctive relief is required to protect its students' data.

10. General

- Entire agreement: These Terms, together with the Privacy Policy and any subscription agreement, constitute the entire agreement between Koloso and the school relating to the Platform.
- Amendments: Koloso may update these Terms with 30 days' written notice to subscribing schools. Continued use of the Platform after that period constitutes acceptance. Schools that do not accept updated Terms may terminate with a pro-rated fee refund.
- Assignment: Schools may not assign their rights or obligations under these Terms without Koloso's written consent. Koloso may assign these Terms in connection with a merger, acquisition, or sale of assets, provided data protection commitments are maintained.
- Severability: If any provision is found unenforceable, the remaining provisions continue in full effect.
- No waiver: Failure to enforce any provision does not constitute a waiver of future enforcement rights.

11. Contacting Koloso

General enquiries: info@koloso.app

Data protection: sowi@koloso.app

Technical support: support@koloso.com