

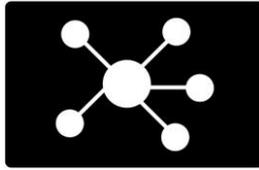
Ohko School  
<https://www.ohko.space>

## Ohko School Terms of Use

Effective April 2021

### Definition of Terms

1	Ohko School	Stylised "Ohko" or "Platform". This is an online learning platform manager by Zeieel Trading. Its service offerings include hosting and managing online learning programmes for partner educational institutions. Ohko also offers internal educational services called Ohko Insights.
2	Ohko Insights	Internal educational services offered by Ohko with content ranging from various subjects. These services are offered in partnership with Content Specialists who develop and facilitate knowledge acquisition. These learning programmes act as advanced interactive materials for knowledge acquisition and references purposes and are not for any certification or qualification. Learners enrolled with these subjects are expected to be engaging them having enrolled in official qualification and certification programmes with other institutions
3	User	This refers to an authenticated user of Ohko who is either a learner, teacher or administration official of partner institutions.
4	Customer	Partner educational institutions which use Ohko as their online learning platform.
5	Partner Institutions	These are educational institutions with an agreement with Zeieel to use Ohko as their online learning platform.
6	You	The user of Ohko platform whether is a customer, learner, teacher or administration official of partner institutions.
7	Content Owner	The author of the content or anyone with copyright or intellectual rights of content placed in Ohko.
8	Content User	The author of the content or anyone with copyright or intellectual rights of content placed in Ohko.



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## **1. Welcome to Ohko School**

Ohko School (“Ohko”) is an online learning and teaching platform that can be used by educational institutions to facilitate teaching and learning online. Ohko online learning platform provides opportunities for learners to interact with teachers, interact with content and interact amongst themselves to build collaborative learning communities. Teachers and administrators can also track and monitor learner performance so as to implement necessary interventions to improve performance where necessary.

We are happy that you are using Ohko to assist with your online learning and or teaching needs. These terms and conditions of using Ohko form a contract between you, the User and use, Ohko School administrators, owners and shareholders. The cover the following conditions;

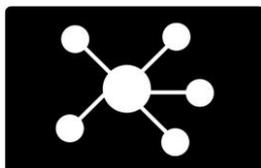
- i. your use of our online learning platform
- ii. how we make Ohko School available to you for learning, teaching and administration purposes

## **2. Purpose of this Policy**

This policy spells out rules of engagement between users of this online learning platform, Ohko, and Ohko administrators, owners, partners and shareholders. Users in this policy are Ohko customers made out of partner educational institutions, learners and teachers enrolled in courses that belong to partner educational institutions. Ohko runs its own courses as well, learners and teachers under Ohko are also bound by the terms and conditions of this policy. The intention is to define standard procedures and conditions for the use of the online learning platform so users and customers can be informed about what to do or not what to do when using Ohko.

## **3. Applicability of this policy**

This policy is application to all users of Ohko who use the online platform for the purposes of administering teaching, receiving learning, managing teaching and learning, participating in developing, implementing and supporting online learning using Ohko.



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#### **4. Related Policies**

This policy must be used in combination with Data Privacy and Cookies Policies available in this website.

#### **5. Course Creation**

Course creation in this platform is assigned to Ohko administrators. Teachers belonging to Ohko or partner educational institutions can only develop, add content or edit content to existing courses. A course will be created upon signing of a *Course Request Form* by both Ohko designated personnel and partner educational institution personnel.

#### **6. Content ownership**

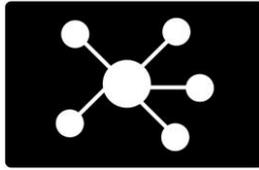
- i. Ohko is responsible for creation and backing up of content inside courses
- ii. Ohko is responsible for ensuring online quality is compliant to acceptable online course quality rubrics.
- iii. Partner educational institutions are responsible for ensuring that the content inside the courses is relevant, up-to-date, accurate, does not infringe copyright laws and is aligned to relevant quality monitoring regulations.

#### **7. Course review**

Courses must be reviewed at least every 6 months for impact, effectiveness and efficiency. Review must include the following;

- i. Access to the course
- ii. Pass rate of the course
- iii. User experience about the course
- iv. Content
- v. Teachers
- vi. Support personnel

#### **8. Roles and permissions**



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- Only Ohko administrators can add, edit profile and remove users in the platform
- Only Ohko administrators can add, edit and remove the course from the platform.
- Only partner education institutions' teachers, assigned personnel and Ohko administrators can enrol and un-enrol users to a course.

## **9. Policy Compliance**

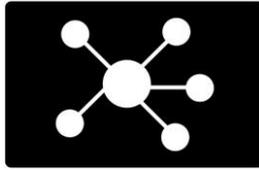
Any user or customer who fails to adhere to the conditions sets-out in this policy will be subject to a disciplinary hearing which could lead suspension or total removal from the course. Ohko, its partners, owners and shareholders will not be liable for any financial re-imbusement or compensation resulting from action taken to an entity or individual as a result of not complying with this policy and related polices identified at paragraph (4).

## **10. Communicating this Policy**

Link to this policy and other related policies will be available to first time entering student in the platform. This policy as well as its related policies will be accessible at Ohko through menu items found in the menu bar.

## **11. Using Ohko School**

- i. Use of Ohko is reserved. Ohko reserve the right to remove user from the platform with or without warning and with or without offering a reason.
- ii. Users are using for the duration of the contract they entered with Ohko. At the end of the contract, users and or their data will be removed from Ohko and will no longer be the responsibility of Ohko. Contract between Ohko and user is defined by the enrolment agreement between Ohko and the educational institution the user is enrolled in.
- iii. Content in our website belongs to partner institutions or individuals, Ohko controls access to it. You are not allowed to use content inside Ohko without written permission from the author or Ohko.
- iv. Meanwhile users can place content on Ohko, it remains the responsibility of users to ensure that content they place on Ohko does not violate any



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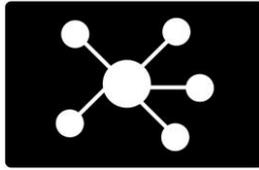
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intellectual property copyright laws, Ohko is not responsible for any content placed by users which violates copyright or intellectual property laws. If you find that any content inside Ohko violates any of the copyright or intellectual laws, contact Ohko to have the content removed by sending email to: [legal.ohko@zeieel.co.za](mailto:legal.ohko@zeieel.co.za).

- v. You are not allowed to use our website or any of its content and activities for commercial purposes.
- vi. We comply with every Data Privacy Regulations of any country Ohko users are and we will never use any of user data for any other reasons rather than the intended aims, which is to collect, store and process data for the purposes of enhancing user experience in learning and teaching online using Ohko.
- vii. Using Ohko requires that users must be civil, professional and show respect to other users. Any user submission that reflects aggressive, offensive and racist behaviour will be removed from Ohko and where necessary his account will be turned over to relevant authorities for further investigations. Ohko reserved the right to determine the negative behaviour used in its platform in consultation with relevant authorities.

## **12. Registering in Ohko School through partner educational institutions**

- i. Users register on Ohko through partner educational institutions that users belong to either as teachers or learners or administrators.
- ii. Ohko partner educational institutions may have their terms and conditions regarding their users' suitability for enrolling in their courses, if user does not fit their institutions criteria to be registered on their courses, they also will not be registered on Ohko.
- iii. Content on Ohko is intended to be used for learning and teaching purposes by registered users and cannot be used or shared with any other entity or individual.
- iv. In the process of teaching and learning, users post content on our platform. Ohko does not claim property of the content. But Ohko reserves tight to



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store, display, edit and share the content for learning and teaching purposes. Ohko will not commercialise content on this website, that is, sell to third parties, without the written agreement with the author and or partner educational institution.

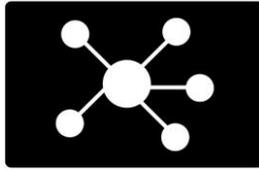
- v. Content provided on Ohko belong to partner educational institutions, how educational institutions process content is a matter between educational institution and the author of the content. Users will be submitting content on Ohko under the auspices of the educational institutions they have enrolled in, which uses Ohko to conduct teaching and learning online.

### **13. Registering in Ohko School through Ohko courses**

- i. Content provided to Ohko is owned by both Ohko and the user who generated the content.
- ii. Ohko stores, displays and process the content for the purpose of teaching, learning and research.
- iii. Content from users enrolled in Ohlo course have the intellectual and ownership rights to their content and Ohlo will not use the content for commercial purpose or share it with third parties without the written permission of the author.
- iv. Any content in this website that infringes intellectual property rights and or copyrights of other individuals or entities will be removed from the website upon notification through this email: [legal.ohko@zeieel.co.za](mailto:legal.ohko@zeieel.co.za). This is subject to providing necessary information about the infringing content.

### **14. User Code of Conduct when using Ohko website content and activities**

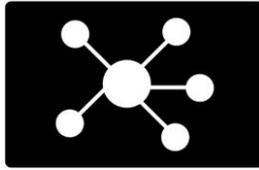
- 1. Your use of this website is based on agreeing to its Privacy Policy and Terms of Use Policy.
- 2. You use this website for teaching, learning, research or administration of teaching, learning and research.



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3. No unlawful and dishonest intentions are allowed.
4. Never to use the website to contact, arrange meetings or complete personal or business dealings with other persons or children.
5. Distribution and sharing of content in this website is prohibited without written permission from Ohko administrator and or partner educational institutions.
6. Never to edit content in this website unless it of your own submission and there is permissible functionality to do so. Cases like when you have to submit assignment, reply to a forum or update or submit a query in your profile page.
7. You agree not interfere with this website security, operational and functional features for the purposes of locking out or disabling the normal use of the website.
8. You agree to knowingly transmit viruses, malware, adware, spyware, key-stroke loggers or any other computer programme or code that is intended to interfere with the normal operations of the website.
9. You agree not to contact users of this website outside of this website tools and features for the purposes of doing business with them.
10. You agree not to mine, collect, store, process or share any user data of this website unless you are assigned to do so as per your role and your actions are related to teaching, learning and research using Ohko.
11. You will not transmit communication through this website whose intention is to distribute chain-letters, surveys, studies, calls of action, junk-mail, pyramid schemes, monetary incentives, spam emails or communication of any kind for commercial or non-commercial purposes.
12. You will reproduce or publish any content in this website other than for teaching, learning, research and related management by authorised personnel.

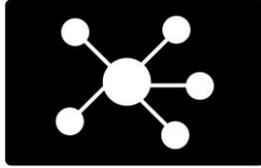


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13. You agree not to interfere with the normal operations of the servers running this website through use of special purpose computer software or hardware.
14. You agree not to alter the presentation of content in this website for the purpose of changing its normal working operations.
15. You agree not to steal other user identities or misuse or falsify other user identities in this website.
16. You agree not to receive, store, process or share harmful content in this website which is irrelevant to the purpose of this website. Content which is racist, sexist, homophobic or offensive to others and is not aligned to purposes related to teaching, learning and research.
17. Content on this website is open to searchable indices by search engines and no personal data will be shared with search engines.
18. You note accept that content, layout, design, interactivity and general presentation of the website may change without prior notice.
19. Ohko is not directly or indirectly responsible legally or otherwise for any factual inaccurate content, assessments and other activities provided by Ohko School or partner educational institutions. Ohko encourages user to contact Ohko using email: [legal.ohko@zeieel.co.za](mailto:legal.ohko@zeieel.co.za) to report such content,
20. You agree that Ohko can stop operations of the website within a certain time period or indefinitely without prior notice to you.
21. You agree that any learning records, Ohko interaction records, formative and assessment records, progress records, certification records, tracking and monitoring records and any learning and teaching records are owned by Ohko School of partner educational institutions and any request for them must be forwarded to the partner institutions.
22. You agree that any damages, physical or otherwise suffered by the user as a result of using this website are not the responsibility of Ohko, its owners, partners or shareholders.

## **15. Contact Us**



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If you have any questions about this Terms of Use Policy, please contact us at:  
[legal.ohko@zeieel.co.za](mailto:legal.ohko@zeieel.co.za)