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1. Introduction

Welcome to AstraRed, a dual-platform that provides:

- Pod System – connecting brands with influencers for performance-based, recurring campaigns.
- Digital Worker Services – offering certified individuals the opportunity to perform AI training and data contribution tasks.
- Distributed Compute Network – a privacy-preserving, federated learning infrastructure where users can contribute idle device processing power to train AI models in exchange for compensation, and organisations can commission custom AI model training using this network.

These Terms of Service (“Terms”) govern your access to and use of the AstraRed platform, website, mobile applications, and related services (collectively, the “Platform”). By registering for an account or using the Platform, you agree to be bound by these Terms.

If you do not agree to these Terms, you may not use the Platform.

2. Who We Are

The Platform is operated by SOTAP (Pty) Ltd t/a AstraRed, a private

company registered in South Africa. You can contact us at the details above.

Our Privacy Policy (available at <https://astrared.co.za/privacy>) explains how we collect, use, and protect your personal information. By using the Platform, you also consent to the practices described in the Privacy Policy.

3. Eligibility and Account Registration

3.1 Age Requirement

You must be at least 18 years old to create an account or use the Platform. By registering, you confirm that you meet this age requirement.

3.2 Account Types

We support three primary user roles:

- Business – brands, agencies, or organisations that create campaigns and pods, or commission AI model training.
- Influencer – individuals who participate in the Pod System to create content for brands.
- Worker – individuals who complete the mandatory training and certification programme and then perform digital tasks, including AI training and data contribution, and who may opt in to the Distributed Compute Network.

You may hold more than one role (e.g., you may be both an Influencer and a Worker). Each role requires acceptance of these Terms and, where applicable, separate consent for specific features (e.g., AI training).

3.3 Account Registration

To create an account, you must provide accurate, current, and complete information as prompted. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorised use of your account.

4. Pod System (Brands & Influencers)

4.1 What is a Pod?

A Pod is a recurring content team where a business contracts a group of influencers to create a specified number of posts per month. Pods are offered in three tiers: Bronze, Silver, and Gold, each with different influencer counts, post volumes, and monthly budgets.

4.2 Brand Obligations

- Create a Pod: You define the requirements (niche, follower range, content volume, budget) and pay the monthly fee. The Platform deducts its 35% service fee and distributes the remaining 65% to influencers based on performance.
- Review and Approve: You are responsible for reviewing influencer submissions (content, screenshots, links) and approving or rejecting them within a reasonable time. Approved work is paid.
- Dispute Resolution: If you reject a submission, you must provide a reason. Disputes are escalated to AstraRed for final decision. Our decision is binding.

4.3 Influencer Obligations

- Apply to Pods: You may apply to active pods that match your profile. Acceptance is at the brand's discretion.
- Submit Content: You must post the required content according to the pod brief and provide proof (screenshots, links). All sponsored posts must include clear disclosures (e.g., #Ad, #Sponsored) in compliance

with the Advertising Regulatory Board (ARB) Appendix K.

- Compliance: You must comply with the platform policies of TikTok, Instagram, and any other social media service you use, as well as South African law.

4.4 Payment

- Influencers are paid based on approved content and, where applicable, performance bonuses (e.g., for exceeding engagement targets).
- Payments are processed through Stripe Connect. You are responsible for providing accurate payment details.
- AstraRed's fee is 35% of the total campaign budget. Influencers receive 65%.

4.5 Cancellations and Refunds

- Business: You may cancel a Pod at any time, but payments already made for the current period are non-refundable unless otherwise agreed in writing. If a Pod is cancelled mid-period, influencers will be paid for approved work up to the cancellation date.
- Influencers: If you withdraw from a Pod before completing the required posts, you may forfeit any unpaid earnings for that period.
- Disputed charges: Any chargeback or payment dispute will be investigated; if found to be unjustified, the user may be liable for additional fees.

5. Digital Worker & AI Training Features

5.1 Mandatory Training and Certification

To become a worker, you must complete our training course and obtain a certificate. The training covers:

- Data protection principles (POPIA)
- Using the AstraRed app

- Quality standards
- Ethical AI contribution

Certification is a prerequisite for accessing any paid tasks. You may not participate as a worker without first completing the training and being awarded a certificate. We reserve the right to revoke certification if quality standards are not maintained, if you violate these Terms or applicable laws, or if you fail to maintain active participation.

5.2 Overview of Worker Tasks

Certified workers may participate in:

- Correcting AI outputs (e.g., translations, transcriptions)
- Labeling or verifying data
- Participating in federated learning, where AI models are trained locally on your device and only encrypted model updates are sent to our servers.

5.3 On-Device AI Training (Federated Learning)

Explicit Consent: You must opt in to enable on-device AI training. Your consent is recorded with timestamp and IP address. You may withdraw consent at any time in the app settings.

User Controls: When you opt in, you can specify:

- When training occurs (e.g., only when charging)
- Network preferences (Wi-Fi only)
- Battery thresholds
- Time-of-day restrictions

What Happens: Your device downloads a small AI model and processes tasks (e.g., corrections you make). Local training produces encrypted updates that are sent to our servers. No raw data ever leaves your device. The updates are aggregated with those from other workers to improve the global AI model.

Data Collected: To enforce your preferences, we collect minimal

device-level information (battery level, network type, charging status) but only while the feature is active. This data is not stored beyond the session.

Compensation: You may be compensated for contributions. Rates are displayed before you accept tasks. Payments follow the same 65/35 split (65% to worker, 35% to AstraRed).

5.4 Worker Obligations

- Maintain confidentiality and data security.
- Do not share, copy, or misuse any data you access.
- Report any security incidents immediately.
- Complete tasks accurately and within required timeframes.

5.5 Quality Control

We monitor task accuracy and may use random checks, peer review, or automated verification. Low-quality work may result in reduced compensation, suspension, or revocation of certification.

6. Distributed Compute Network

6.1 Nature of the Service

AstraRed operates a Distributed Compute Network (the “Network”) that uses the idle processing power of users’ mobile devices to train AI models. This is achieved through federated learning, where models are trained locally on devices and only encrypted updates are transmitted.

The Network is available to:

- Workers who opt in to contribute their device’s compute capacity in exchange for compensation.
- Businesses and organisations who commission AstraRed to train custom AI models using the Network.

6.2 Workers (Contributors)

- **Opt-in and Control:** Contribution is strictly voluntary and requires explicit, revocable consent. You may enable or disable participation at any time through the app, and you may set parameters to limit when and how your device participates (e.g., only while charging, only on Wi-Fi, within certain hours).
- **Compensation:** You will be compensated for your contributions based on the amount of compute time contributed or tasks completed. Compensation rates are displayed in the app before you accept any tasks or before you enable the feature.
- **Data Privacy:** No raw data is collected or transmitted from your device. Only encrypted model updates are sent, and these cannot be reverse-engineered to reveal your personal information or the data you processed.
- **Impact on Device:** You acknowledge that participation may use additional battery power and data. You are responsible for ensuring your device meets any technical requirements and that you have a suitable data plan.

6.3 Businesses (Clients)

- **Commissioning a Model:** You may request that AstraRed train a custom AI model using the Network. You will provide the training data (subject to the Platform's security and compliance requirements) or authorise AstraRed to use its own data.
- **Fees:** Model training is a paid service. Fees are quoted per project and may include a base charge plus usage-based fees.
- **Intellectual Property:** Unless otherwise agreed in writing, AstraRed retains ownership of the underlying model architecture and the aggregated learnings from the Network. You receive a non-exclusive, perpetual license to use the trained model for your internal purposes. If you provide your own training data, you retain ownership of that data, and

the resulting model is co-owned (or subject to separate license terms as agreed).

- **Compliance:** You are responsible for ensuring that any data you provide for training complies with applicable laws and platform policies. You must have all necessary consents for any personal information included in the training data.

6.4 General Provisions

- **Availability:** The Network's performance depends on the number of active contributors. We do not guarantee specific compute capacity or training times.

- **Prohibited Use:** You may not use the Network to train models for malicious purposes, to circumvent intellectual property rights, or to process data in violation of applicable laws.

- **Security:** We implement reasonable security measures to protect the integrity of the training process and the confidentiality of your data. However, we do not warrant that the Network will be free from errors or that unauthorised access will never occur.

7. Payment Terms

All payments are processed through Stripe Connect. You authorise us to deduct applicable fees and taxes.

- **Businesses:** You pay the pod budget upfront. Funds are held in trust until work is approved. For AI model training, payment terms are agreed per project.

- **Influencers / Workers:** Earnings are paid weekly (or upon reaching a minimum threshold) via your connected bank account or PayFast.

- **Compute Network Contributors:** Compensation for compute

contributions is paid according to the same schedule.

- Fees: AstraRed charges a 35% service fee on all payments (including campaign budgets, worker tasks, and compute contributions). This is deducted before distribution.
- Taxes: You are solely responsible for declaring and paying any taxes due on your earnings. AstraRed does not withhold taxes on your behalf.

We reserve the right to adjust fees with prior notice (at least 30 days).

8. Intellectual Property

8.1 Your Content

You retain ownership of the content you submit through the Platform (e.g., influencer posts, corrections, labeled data). By submitting content, you grant AstraRed and the applicable business a non-exclusive, royalty-free, worldwide license to use, reproduce, and display the content solely for the purposes of fulfilling the campaign or task, and for platform analytics and improvement.

8.2 AstraRed's IP

All software, design, trademarks, and content provided by AstraRed (excluding user content) are owned by AstraRed or its licensors. You may not copy, modify, or reverse engineer any part of the Platform.

8.3 Models Trained on the Network

Unless otherwise agreed in writing:

- AstraRed retains ownership of the underlying model architecture and any aggregated improvements derived from the Network.
- You receive a non-exclusive, perpetual license to use the trained model

for your internal business purposes.

- If you provide your own training data, you retain ownership of that data.

9. Data Processing and Compliance

9.1 Data Controller vs. Processor

- When you use the Platform as a Business, you act as a data controller for the personal information you provide about your brand and your campaigns. AstraRed processes that data as a data processor on your behalf.
- When you use the Platform as an Influencer or Worker, AstraRed acts as the data controller for your personal information.
- Businesses are responsible for ensuring they have the necessary consents and legal bases to process any personal information they share through the Platform.

9.2 Third-Party Platform Compliance

You must comply with the terms of service and policies of any third-party platforms you use in connection with AstraRed (e.g., TikTok, Instagram, Facebook). AstraRed is not responsible for actions taken by those platforms (including suspension or banning of accounts).

9.3 Confidentiality

Workers and influencers may gain access to confidential information (e.g., campaign briefs, business data, personal information of others). You agree to keep such information strictly confidential and not to use it for any purpose other than performing your tasks.

9.4 Audit Rights

To ensure compliance with these Terms, applicable laws, and the security of the Platform, AstraRed reserves the right, upon reasonable notice and during normal business hours, to audit a Business's or Client's use of the Platform (including any data processing activities and the integration of trained models). Such audits will be conducted in a manner that minimises disruption. If an audit reveals non-compliance, the audited party shall bear the cost of the audit and must remedy the non-compliance within a reasonable time. In the case of suspected fraud, illegal activity, or imminent security threat, AstraRed may conduct an audit immediately and without prior notice.

10. Prohibited Conduct

You may not:

- Use the Platform for illegal purposes or to promote hate speech, violence, or discrimination.
- Create fake accounts or impersonate others.
- Engage in fraudulent activity, including inflating engagement artificially.
- Share, distribute, or copy any data obtained through the Platform without authorisation.
- Interfere with the Platform's security or integrity.
- Bypass or attempt to bypass our technical safeguards.
- Use the Platform to train AI models outside the scope of authorised tasks or to reverse-engineer the Platform's AI.
- Use the Distributed Compute Network for any purpose not authorised by AstraRed.

Violation may result in immediate suspension or termination of your account and forfeiture of earnings.

11. No Guarantee of Earnings

Earnings from Pods, tasks, AI contributions, or compute contributions are

not guaranteed. Actual earnings depend on performance, availability of work, and compliance with quality standards.

12. Termination

We may suspend or terminate your account at any time for violation of these Terms or for any behaviour that harms the Platform or its users. You may terminate your account at any time by following the in-app deletion process.

Upon termination:

- You will no longer have access to the Platform.
- Pending payments may be processed or forfeited at our discretion (e.g., if termination is due to fraud).
- Sections of these Terms that by their nature should survive (e.g., intellectual property, liability, dispute resolution) shall survive.

13. Disclaimer of Warranties

The Platform is provided “as is” and “as available” . We do not warrant that the Platform will be uninterrupted, error-free, or free from viruses or other harmful components. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

14. Limitation of Liability

To the maximum extent permitted by law, AstraRed shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Platform
- Any conduct or content of any third party on the Platform
- Unauthorised access, use, or alteration of your transmissions or content
- Actions taken by third-party platforms (e.g., TikTok, Meta) against your account
- The performance, availability, or security of the Distributed Compute Network

Our total liability to you shall not exceed the amount paid by you to us in the preceding 12 months.

15. Indemnification

You agree to indemnify and hold harmless AstraRed and its officers, directors, employees, and agents from any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of:

- Your use of the Platform
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property or privacy rights
- Your violation of applicable laws
- Your breach of third-party platform terms
- Your misuse of the Distributed Compute Network or any data processed through it

16. Force Majeure

AstraRed shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, natural disasters, pandemics, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.

17. Dispute Resolution

17.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of laws provisions.

17.2 Informal Resolution

Before filing any claim, you agree to attempt to resolve any dispute informally by contacting us at legal@astrared.co.za. We will attempt to resolve the dispute through good-faith negotiations.

17.3 Arbitration

Any dispute arising out of or relating to these Terms or the Platform that cannot be resolved informally shall be finally settled by arbitration administered by the Arbitration Foundation of South Africa (AFSA) in accordance with its rules. The arbitration shall take place in Johannesburg, South Africa, and be conducted in English.

17.4 Costs

Each party shall bear its own costs of arbitration, unless the arbitrator determines otherwise.

17.5 Class Action Waiver

You agree to resolve disputes with AstraRed on an individual basis and waive any right to participate in a class action, class arbitration, or representative proceeding.

18. General Provisions

18.1 Entire Agreement

These Terms, together with our Privacy Policy and any additional terms incorporated by reference, constitute the entire agreement between you and AstraRed.

18.2 Amendments

We may modify these Terms at any time by posting the revised version on the Platform. Material changes will be notified by email or in-app message at least 30 days in advance. Your continued use after the effective date constitutes acceptance of the revised Terms.

18.3 Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.4 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

18.5 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. We may assign these Terms freely.

19. Contact Information

For questions about these Terms, please contact:

Email: support@astrared.co.za

WhatsApp: +27 82 308 9107

Postal Address: 7 graphite rd

By using AstraRed, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.