

Terms and Conditions Agreement

This agreement was written in English. To the extent any translated version of this agreement conflicts with the English version, the English version controls.

DATE: Written by us on Nov. 30, 2020, accepted by you on the date you read and accept our terms and condition on the web or Mobile application. We expect that you will have fully read and understood the terms and conditions before accepting them. By clicking 'Agree to terms and conditions' its assumed you have fully read, understands and agreed to be legally bound by these terms and conditions and no excuse or waiver whatsoever that can be made to this requirement.

This agreement shall be construed to be a legal agreement made between: -

1. **SUNRISE UPSKILL SERVICES** an entity duly registered in Kenya, with offices in Nairobi Kenya and of Post Office Box Number 2124 00200 Nairobi, (herein referred to as “**SHS or We**” which expression shall where the context so admits include its successors and assigns) of the one part:

And

2. **GURDIANS AND/OR STUDENT** who seeks to register to receive homeschooling and tutorship services on our online platforms either for themselves or for their children as offered by SHS (hereinafter referred to as “**Client or You**” which expression shall where the context so admits include their successors and assigns) of the other part:

RECITALS: -

- a. Whereas, SHS is in the business of offering homeschooling/tutorship services through online classes and offers to give such services to you for a consideration; and
- b. Whereas, You understands the services of SHS and accepts to engage SHS to offer such homeschooling and tutorship services to him/her, or to children under the age of 18 under her care.
- c. Whereas, You seek to register on SHS online platform to receive such services either for themselves or to register students under their care; and
- d. Whereas, You agrees that by accepting terms and condition on the registration page, he/she agrees to be legally bound and abide by this agreement in all aspects of it.

NOW THEREFORE in consideration of the mutual covenants contained herein, the good and sufficiency of which are hereby acknowledged **THIS TERMS AND CONDITION AGREEMENT NOW WITNESSETH AND IS HEREBY AGREED AND DECLARED as follows: -**

Article 1:- TERM OF THIS AGREEMENT

Term: This agreement shall be in force from the date and time the client accepts terms and conditions on SHS online platform and is valid until such a time when the client closes his/her account with SHS, or until such other time when SHS may terminate such account or such other date as the parties may agree to in writing.

Privacy - Your privacy is very important to us. We designed our Data Policy to make important disclosures about how you can use our online platforms to access our services. We encourage you to read the Data Policy, and to use it to help you make informed decisions.

Sharing Your Information – You are responsible to the data and information you provide during log-in and registration process. By you posting it, you have given us the permission to relay such messages, information and pictures to the customer, including your contact details, as may become regally required of us through any lay or regulation.

Safety: We do our best to keep our platform safe, but we cannot guarantee it, by upholding the following helps improve security. You further agree to the following safety terms;

- You will not post unauthorized communications (such as spam) on our platforms.
- You will not collect our content or information, or otherwise access, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme on our platforms.
- You will not upload viruses or other malicious code on our platforms.
- You will not solicit login information or access an account belonging to someone else.
- You will not bully, intimidate, or harass any user.

- You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
- You will not use our platforms to do anything unlawful, misleading, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of our platforms, such as a denial of service attack or interference with page rendering or other functionality.
- You will not facilitate or encourage any violations of this Statement or our policies.

Registration and Account Security-Our client are expected to provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- You will not provide any false personal information on our platforms, or create an account for anyone without permission other than yourself and underage children under your care.
- You will not create more than one personal account.
- If we disable your account, you will not create another one without our permission.
- You will not use our platforms if you are under 13.
- You will not use our platform if you are a convicted sex offender.
- You will keep your contact information accurate and up-to-date.
- You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
- If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).
- **Protecting Other People's Rights**-We respect other people's rights, and expect you to do the same.
- You will not post content or take any action on our platforms that infringes or violates someone else's rights or otherwise violates the law.
- We can remove any content or information you post on our platform if we believe that it violates this terms and condition agreement or our policies.
- You will not share on our platform any unauthorized intellectual property rights.
- If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
- If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

Mobile and Other Devices-Please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will apply. In the event you change or deactivate your mobile telephone number, you will update your account information on our ICT platforms within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

Payments-If you make a payment on our platforms, you agree to our *Payments Terms* unless it is stated that other terms apply.
Special Provisions Applicable to Advertisers - If you use our advertising creation interfaces for creation, submission and/or delivery of any advertising or other commercial or sponsored activity or content (collectively, the "Self-Serve Ad Interfaces"), you agree to our Self-Serve Ad Terms.

Disputes-You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or our platform exclusively in Kenya courts of law which will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. If anyone brings a claim against us related to your actions, content or information on our platform, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on our platform and are not responsible for the content or information users transmit or share on our platform. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on our platform. We are not responsible for the conduct, whether online or offline, of any user of our ICT platforms.

Our services – We commit to offer the following obligations:

- We shall offer online teaching/tutorship services to you and the students you have registered on our platform
- We shall do our best to provide quality, relevant and timely, teaching, and tutorship services, such may not always be in keeping with schooling syllabus or curriculum procedures but we commit to follow timetables and class schedules have been designed by qualified primary and high school experts who are satisfied that if followed with sufficient guardian support and student diligence and hard work, your children/student will do well in the national exams.
- We shall only engage the services of qualified teachers/tutors
- We shall not share your information or the information relating to your children to any third parties unless such is required of us by the state or legal instructions.

- We are not in a position to ensure your children attend online classes or concentrate in the classroom, much less ensure that they understand and pass tests and exams. However, we shall employ reasonable support and effort to offer quality education.
- We shall relay homework, assignments, and exams on our ICT platform
- We shall mark and advise you on the child's performance
- We shall ensure you get report forms relating to your child's performance by availing them on the ICT platform or by email.

Yours services – You agree to fulfill following obligations:

- You will register your children on our platform
- You will give us actual and real information relating to the children and yourselves
- You will give us a phone number and email address that we can use to reach yourself and your children
- You will avail all requisite learning materials to the children for class work, homework, assignments, exams and for self study
- You will ensure your children adhere to timelines, timetables, attend all classes, concentrate in classes, is quiet during class time
- You will print and avail homework's, assignments, and exams to your children, supervise them as they do them, and submit them for marking on time.
- You will ensure that your children have safe, clean, well lit and secure environment on where to hold classes
- You will ensure your children are secure from sex predators, noise or any other dangers at all times and ensure your children's general welfare is that which the government would expect of you as a parent, that is conducive for learning, during this agreement's validity
- You will teach your children on good behaviors, morals, and importance of honesty, hard work and how to avoid and expose corruption and such other lesson that will help them become responsible citizens and live a good life.
- You will ensure there is a mature adult capable to logging in your children for classes and supervise them during classes and assist after classes.
- You will give us all support necessary for us to register your child for national exams when they become due for such
- You will take your children to examination centers and ensure they are there on time to sit for such exams
- You will ensure the children engage in active play, extra-curricular activities, co-curricular activities, educational tours and assist in practical's as advised by the teacher.
- You appreciate and understand that the performance of the children is dependent on the support you as the parent give them
- Upon and if, your child/student goes through national examination and is due to proceed to the next level of schooling like high school or university, it is your sole duty to seek and get for him/her such opportunities and placements.
- You will pay for the services we shall be offering in a timely manner.

Consideration – You agree to pay for our services in the following payment terms.

- If you are under the age of eighteen (18), you can register and pay for our services only with the involvement of your parent or guardian. Make sure you review these Terms with your parent or guardian so that you both understand all of your rights and responsibilities.
- When you use our payment gateways and details to pay for things on our ICT platforms, you agree that we may communicate with you electronically any important information regarding your purchases or your account. Protecting the privacy of your financial information is important to us. Please review our Privacy Policy, including our Annual Privacy Notice, to learn more about what information we share, what we do not share, and how we keep your information safe.
- You agree to pay for our services in accordance to the rates stated on our website and other ICT platforms. Such shall be paid for by Mpesa and other online payment gateways, or by actual deposits and at all cases ensure a receipt for the is obtained.
- All children/students whose fees have not been paid shall be disengaged until such fees are paid.
- All parents shall pay onetime registration fees on our platform as guided on the website
- Extra payments for registration for national exams, examination center costs, and any other fees that may become payable in the course of learning shall be paid as service fee.
- Classes and services you pay for shall be rendered and become due within 14 days from the date of payment.
- **Making Purchases.** When you make a purchase using our payment gateways and details, you agree to provide a valid funding instrument to load money into your electronic value balance. When you have successfully completed this funding transaction, we will then credit your account with us and expend the resources on services you have subscribed for.
- **Pricing.** Pay attention to the details of the transaction, because your total price may include taxes.
- **Extra terms.** You may be presented with additional terms related to a specific payments before you confirm the transaction (such as shopping terms for learning materials). Those additional terms will also govern that transaction.
- **Advance payment.** You may choose to pay over and above the current bill, the extra funds will be credited in your account and it will be used to finance future services you receive from us. If you choose to pay the fees per month, per term or per year, for the same period you have over paid you will not be required to pay the fees, unless there is material increment which affect all other students.
- **Source of funds.** You can only pay us with clean, legally earned and cleared funds from a legitimate, bona fide source. By paying for our services, you agree to fully indemnify us of any questions and matters that may arise relating to source of such funds.
- **Value for money.** By agreeing to make payments to use, you agree and appreciate the value of our services and all payments is duly earned compensation for our services.

- **No Warranties.** Once you make the payment, we offer our services as expressed in the service chatter. That is, we offer online classes, teaching, tutorship, we give and mark submitted homeworks, we arrange for student registration for national exams, we avail examination centers and give you performance reports. We do not make warranties of any kind, express or implied, with respect to ensuring your children attend class, concentrate in class or performance since such are not matters within our control.
- **Payment Methods.** The current payment methods include mpesa payments to which you are supposed to insert the current details as displayed on the website. If for any reason you make payments to any other place, we are not in any way liable, and your account remains unsettled.
- **Successful payment.** A successful payment is a payment that has been made to us, using the right details provided on the ICT platforms, and to which you receive a confirmation from the service provider (eg Safaricom, airtel or bank) that the funds have been transmitted successfully, and to which, the funds paid reflect in your account in our database and to which you obtain a receipt of payment from us. For such payments to wrong accounts, you may pursue reversal with the service providers on a separate arrangement to which we shall not be a party.
- **Failed funding.** If you fund a payment by debit card and your load transaction results in an overdraft or other fee from your bank or service provider, we are not responsible for such fees.
- **Mobile money.** Mobile payments is another payment method we have made available for your convenience. If you use mobile money for payments, you consent to the applicable risks and terms of service, and transaction charges as per the provider terms:
- **Duty to notify us.** If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction.
- **Intervention.** We may intervene in disputes concerning payments that may arise between you and payment service provider, but we have no obligation to do so.
- **Technical difficulties.** If you experience a technical failure or interruption of service that causes your funding transaction to fail, you may request that your transaction be completed at a later time.
- **Security.** You are responsible for maintaining the security of your payment credentials.
- **Direct debit.** If you are making direct debit payments, you agree that we can charge you any amount that falls within the range you agreed to upon signup. We will notify you in advance if any charge will exceed the agreed-upon range. If you want to change your preferred payment method from direct debit.
- **Change of class package.** If you desire to change the class package you have enrolled your student, you may do so by calling our offices. If you had made prepayment for the package you want to change from, such funds will be expended in the newly changed package.
- **Cancellation.** You can cancel or close your account on your own volition having made payments to your account prior to the closure, such prepayment is not refundable.
- **Tax liability.** The amounts charged to you by us, whether through your credit card or otherwise, may be subject to and include applicable taxes, including without limitation withholding taxes. It is your responsibility to remit any taxes that apply to your transactions. You agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.
- **Delinquent accounts.** If you obtain services from us without payment or your account is past due, you remain indebted to us and such debts must be honored within 30 days. We may take steps to collect past due amounts using other collection mechanisms. You agree to pay all expenses associated with such collection, including reasonable attorneys' fees. Interest will accrue on any past due amounts at the rate of the lesser of 3% per month or the lawful maximum.
- **Prepaid account.** You may have the option to pre-pay the service charges with a prepaid account. Amounts prepaid are non-refundable except where required by law. Prepaid amounts do not earn interest, and there is no deposit insurance.
- **Notices and Amendments to These Terms-** By registering to our platform, you agree that we may communicate with you electronically any important information regarding your purchases or your account. We may also provide notices to you by posting them on our website, or by sending them to an email address or street address that you previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within three (3) business days of the time sent.
- **Amendment guidelines.** We may update these Payments Terms at any time without notice as we deem necessary to the full extent permitted by law. The Payments Terms in place at the time you confirm a transaction will govern that transaction.
- **Customer Complaints-** If you have concerns with respect to the money transmission activities conducted via this website or app, you may contact the customer care in the details of contact on the website.

Promotional messages - We may occasionally send promotional messages via short messages via mobile gadgets or email and customer agrees to such and standard sms charges may apply.

Trademarks—The trademarks, names, logos and service marks (collectively “trademarks”), and are registered and unregistered trademarks by the company. Nothing contained on this website should be construed as granting any license or right to use any trademark without the prior written permission of the website owner.

Disclaimer of liability—We shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the ICT platforms

on mobile app or websites, any information contained therein, your or your company's personal information or material and information transmitted over our system. You engage with the understanding that we are not a registered school or learning institution, rather, we are a tutorship business and facilitating you to ensure your children receive quality education only to the extent allowed by law, thus you cannot claim any payments made to us for any services whatsoever.

In particular, neither the website owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

Copyright – You acknowledges and appreciates that the intellectual property and innovation relating to any part of our web and mobile application and other online platforms, business methods, financial models, is owned by the registered copyright owner and as such, the you hereby warrants to engage or assist any acts of infringement of copyright rights and commits to bring such acts to our knowledge.

Non-compete non-circumvention - customer commits that he/she shall not use the information and business concept he becomes privy to by using our ICT platforms to engage in competition with, or circumvent our business in any way and agrees to be held legally liable to make reimbursements for lost business should he engage in activities and business that may amount to competition or circumvention to our business.

ADDITIONAL DISCLAIMERS-WE TRY TO KEEP OUR ICT PLATFORMS UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING OUR SERVICES AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT OUR ONLINE PLATFORMS WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THEY WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. SHS IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. BOTH PARTIES HAVE ACCEPTED THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PAYMNTS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR SHS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR SHS WILL NOT EXCEED THE GREATER OF ONE SHILLING (Kshs 1) OR THE AMOUNT YOU HAVE PAID US IN THE PAST ONE WEEK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SHS LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.