



## Terms of Service

Welcome to Angaza Elimu!!

Thank you for your interest in using the online services operated by Planet Angaza Elimu Limited (hereafter called "Angaza Elimu"). These Terms of Service govern your use of online and/or mobile services, websites, and software provided on or in connection with [www.angazaelimu.com](http://www.angazaelimu.com) (collectively, the "Service"), which are offered through (i) [www.angazaelimu.com](http://www.angazaelimu.com), (ii) mobile applications associated with [www.angazaelimu.com](http://www.angazaelimu.com), and (iii) any other Angaza Elimu website, app or online service which links to these Terms of Service.

By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of our Service. Angaza Elimu reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open an Angaza Elimu account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

## 1. THE SERVICE

The Service helps its users to learn and practice various subjects including mathematics, english, kiswahili, science, social studies and religious education.



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Unless explicitly stated otherwise, any new or improved features to the Service shall be provided subject to this Agreement. You understand and agree that the Service is provided "as-is" and that Angaza Elimu assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service. Angaza Elimu grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create derivative works of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Angaza Elimu for use in accessing the Service. To use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

## **2. ELIGIBILITY AND AUTHORITY**

Angaza Elimu does not sell the Service to children, but only to adults who can purchase the Service. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Service, with which you must comply. If you open an Angaza Elimu account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact Angaza Elimu to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).



### **3. YOUR REGISTRATION OBLIGATIONS**

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Angaza Elimu has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Angaza Elimu has the right to suspend or terminate your account and refuse all current or future use of the Service (or any portion thereof).

### **4. GENERAL ACCOUNT INFORMATION**

Angaza Elimu sells access to the Service to a subscriber in the form of an account. Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms"). The Account Terms are identified (in order of precedence) in the then-current quote or sales contract for the account, the selections made and account-specific terms disclosed when signing up for the account (which may be confirmed by e-mail), the description of account terms accessible through the Angaza Elimu website when signed in to an appropriate user associated with the account and the default Account Terms set forth below. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by the account subscriber and an officer of Angaza Elimu.

#### **Quotes and Proposals:**

Any quotes or proposals provided by Angaza Elimu are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by Angaza Elimu at any time in its sole



discretion. Quotes and proposals may include information that is proprietary and confidential to Angaza Elimu and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a quote or proposal from Angaza Elimu you agree to keep such quotes or proposals confidential, to not disclose such quotes or proposals to any third party, and to immediately return and/or destroy all quote and proposal materials upon receiving a request to do so from Angaza Elimu . To the extent that public records laws may apply to a quote or proposal provided by Angaza Elimu , you agree to immediately notify Angaza Elimu of any public records request that may result in disclosure of an Angaza Elimu quote or proposal and provide Angaza Elimu all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with Angaza Elimu.

## **5. SCHOOL ACCOUNTS AND STUDENT DATA**

This Section 5 applies to a School's use of the Service.

When Angaza Elimu is used by a School for an educational purpose, Angaza Elimu may collect or have access to Student Data that is provided by the School or by a student. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" The School or the student, and not Angaza Elimu, owns and controls the Student Data. You authorize Angaza Elimu to access, collect, transmit, modify, display and store Student Data to provide the Service and as described in this Agreement and in our Privacy Policy.

**Compliance with Laws.** Angaza Elimu may collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Kenyan Education Act. Individually and collectively, we and our School Users agree to uphold our obligations the Protection of Pupil Rights , applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of Student Data.



**Use of Student Data.** By submitting, providing us access to, or causing us to receive Student Data, you agree that Angaza Elimu may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

**Use of De-Identified or Anonymized Student Data.** You agree that both before and after the term of the Agreement, Angaza Elimu may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that Angaza Elimu may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**Use of Personal Information for Marketing.** You agree that Angaza Elimu may provide customized content, advertising, and commercial messaging to school, teacher or district administrative users and other non-student users from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, Angaza Elimu shall never use Student Data to engage in targeted advertising.

**Disclosure of Student Data and Third-Party Service Providers.** You acknowledge and agree that Angaza Elimu may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. Angaza Elimu shall not share Student Data with third parties other than as described in this Agreement and in the Angaza Elimu Privacy Policy, or with consent of the School or parent.

**Student Data Access and Deletion Requests.** You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days. A



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parent or student over the age of 18 seeking to access, modify, correct, or delete personal information in a student account that is connected to a School account will be instructed to contact the School to discuss data deletion or modification. Angaza Elimu is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**Data Security and Breach Notification.** We have implemented administrative, physical and technical safeguards designed to secure the personal information in Angaza Elimu's possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the School. If, due to a Security Event which is caused by the acts or omissions of Angaza Elimu or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and Angaza Elimu shall indemnify the School for reasonable costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of Angaza Elimu or its agents, Angaza Elimu shall reasonably cooperate with School's investigation of the Security Event, as School requests, at School's reasonable expense, but Angaza Elimu shall not indemnify a School for costs associated with the Security Event. Angaza Elimu shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to users that are not associated with a School account.

## **7. ACCOUNT PASSWORD AND SECURITY**

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Angaza Elimu of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your



account at the end of each session. Angaza Elimu cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

Angaza Elimu accounts may not be shared by more than one person or organization unless express authorization is given by Angaza Elimu

## **8. USER CONTENT**

You are solely responsible for any content that you create, transmit or display while using the Service

We claim no ownership rights over User Content created by you. The User Content you create remains yours.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service or to Angaza Elimu, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Angaza Elimu a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Angaza Elimu's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

You must have the legal right to the User Content you submit to the Service. You may not upload or post any User Content to the Service that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or



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right of publicity. You may post only User Content that you have permission to post by the by the owner or by law.

## **COPYRIGHT COMPLAINTS**

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Angaza Elimu, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Angaza Elimu to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

## **INDEMNITY**

You agree to indemnify and hold Angaza Elimu, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Service, including without limitation, User Content, (ii) your use or misuse of the Service, (iii) your connection to the Service, (iv) your violation of the Agreement, (v) your violation of any applicable law or the rights of another person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code. Angaza Elimu reserves the right, at our own





expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

## **PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Angaza Elimu or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited.

## **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANGAZA ELIMU EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. ANGAZA ELIMU MAKES NO WARRANTY OR CONDITION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE



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ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANGAZA ELIMU OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANGAZA ELIMU, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ANGAZA ELIMU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.



## **TRADEMARK INFORMATION**

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