



Compass Learning App – Terms and Conditions

Welcome to Afrique Consult's Learning platform – the Compass. Before you proceed to use our services, please carefully read and understand the following terms and conditions governing your use of this platform.

By accessing or using our platform, you acknowledge that you have read and understood and agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, please refrain from using our platform.

1. Platform Usage

1.1. Eligibility: you must be at least 18 years old or have obtained parental / guardian consent to use our platform. By accessing and using our platform, you represent and warrant that you meet the eligibility requirements.

1.2. Account creation: to access certain features and services, you may be required to create an account. You are responsible for providing accurate and up-to-date information during the registration process. You must maintain the confidentiality of your account login credentials and are solely responsible for all activities that occur under your account.

1.3. Prohibited Activities: you agree not to engage in any activities that are unlawful, violate the rights of others or disrupt the proper functioning of the platform. This includes but not limited to

1.3.1. Uploading, transmitting or sharing any content that is offensive, defamatory or infringing on intellectual property

1.3.2. Interfering with or disrupting the security or integrity of the platform

1.3.3. Impersonating any person or entity or misrepresenting your affiliation with any person or entity

1.3.4. Accessing or attempting to access accounts, systems or data not intended for you

1.3.5. Engaging in any form of data mining, scraping or harvesting without prior consent

1.3.6. Engaging in any activity that imposes an unreasonable burden on the platform's infrastructure

2. Intellectual Property

2.1. Ownership: this platform and all its content, including but not limited to text, graphics, logos, images, audiovisual materials and software are the property of Afrique Consult Limited and are protected by applicable intellectual property laws

2.2. Unlimited License: subject to these terms and conditions, the platform grants you a limited, non-exclusive, non-transferable license to access and use the platform for educational purposes only. This license does not permit you to copy, modify,



Compass Learning App – Terms and Conditions

distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any content or information obtained from the platform.

3. Courses and Content

3.1. Course Enrollment: by enrolling in a course, you agree to comply with the specified course requirements, including any pre-requisites, deadlines and participation expectations. You understand that completion of a course does not guarantee any specific outcome, certification or employment.

3.2. Content Accuracy: while we strive to provide accurate and up-to-date course content, we appreciate the breadth of any of the course content and as such we do not guarantee exhaustive coverage of the content shared.

4. User Conduct

4.1. Respectful Behaviour: you agree to engage in respectful and appropriate behaviour when participating in discussions, forums or any other interactive features provided by our platform. You may not post, transmit or share any content that is offensive, defamatory or harmful to others.

4.2. Code of conduct: you agree to comply with any additional code of conduct or guidelines provided by Afrique Consult Limited. Failure to adhere to these guidelines may result in disciplinary action, including termination of your account or access to our services

5. Payments and Refunds

5.1. Fees: our courses require payment of fees. By enrolling in these courses, you agree to pay the specified fee. All fees are non-refundable unless otherwise stated.

5.2. Payment processing: we use third-party payment processors to handle payment transactions. You agree to comply with their terms and conditions. We do not store or have access to your payment card details.

6. User Content

6.1. User Responsibility: you are solely responsible for any content you upload, transmit or share through the platform. You retain ownership of your content but by sharing it on the platform, you grant Afrique Consult Limited a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, translate, distribute and display your content.

6.2. Prohibited content: you agree not to upload, transmit or share any content that is unlawful, infringing, defamatory or harmful to others. Afrique Consult Limited reserves the right to remove or disable any content that violates these terms and conditions



Compass Learning App – Terms and Conditions

7. Privacy

7.1. Data Collection: the platform collects and processes personal information in accordance with its Privacy Policy. By using the platform, you consent to the collection, use and disclosure of your personal information as described in the Privacy Policy

7.2. Data Security: we employ reasonable measures to protect your personal information and maintain data security. However, you understand and acknowledge that no method of transmission or storage is completely secure and we cannot guarantee absolute security to your data.

7.3. Data Sharing: we may share your personal information with trusted third parties such as instructors, service providers or partners for the purpose of delivering and improving our services. We ensure that these third parties are obliged to protect your personal information and are compliant with applicable data protection laws.

7.4. Cookies and Tracking Technologies: we may use cookies, web beacons and other tracking technologies to enhance your user experience and collect information about your usage of our services. By using the platform, you consent to the use of cookies in accordance with the platform's Cookie Policy

8. Limitation of Liability

8.1. Disclaimer: our virtual platform and its instructors provide educational content and services for informational purposes only. We do not guarantee completeness of the content provided given the breadth of the content shared. The use of our services is with this knowledge and we shall not be liable for any loss arising from your use of our services

8.2. Third-Party Content: our services may include links to third-party websites or resources. We do not control these third party sites or their content, however, we endeavour to ensure that our linkages are to the most reliable third-party sites.

8.3. Indemnification: you agree to indemnify and hold Afrique Consult Limited, its instructors and affiliates harmless from any claims, liabilities, damages, losses or expenses arising out of or in connection with your use of our services, violation of these terms and condition or infringement of any third-party rights.

9. Modification and Termination

9.1. Modification: we reserve the right to modify or update these terms and conditions at any time without prior notice. It is your responsibility to review these terms periodically for any changes. Your continued use of our services after the modification signify your acceptance of the updated terms.



Compass Learning App – Terms and Conditions

9.2. Termination: we reserve the right to suspend or terminate your access to our services at any time, without prior notice or liability in accordance with our terms and conditions

10. Governing Law and Jurisdiction

10.1. Governing Law: these terms and conditions shall be governed by and construed in accordance with the laws of Kenya, without regard to its conflict of law principles

10.2. Jurisdiction: any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts located in Kenya