

AGREEMENT TO TERMS AND CONDITIONS

BY CLICKING TO ACCEPT THESE TERMS AND CONDITIONS, ORDERING A TRAINING COURSE OR ACCESSING OR USING ANY TRAINING MATERIALS, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT MODIFICATION BY YOU. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ORDER ANY TRAINING COURSES OR ACCESS OR USE ANY TRAINING MATERIALS. IF YOU ARE ORDERING TRAINING COURSES OR TRAINING MATERIALS AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A COMPANY, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS AND CONDITIONS. THE LICENSES AND RIGHTS GRANTED UNDER THE TERMS AND CONDITIONS ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and African Institute Training Development (“we,” “us” or “our”), concerning your access to and use of the AITD learning platform or website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason.

We shall alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You shall be subject to and shall be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the Site.

COURSES, VIDEOS, SLIDES, COURE OUTLINES (“TRAINING MATERIALS”)

You can navigate freely on the Site, view course outline, description and prices. You do not have to register to do so. If you are interested and trying to buy a course or a chapter, you need to register. Once you have registered, you will have an account where you may view: courses bought or chapters bought, courses in progress or chapters in progress, certificates delivered by AITD and your wishlist.

A course/topic is segregated into different chapters (normally 8 to 12 chapters). Each chapter can have 1 to 3 videos. The whole course/topic shall normally last 10 to 12 hours and must be viewed within 3 months from the moment payment is made.

You shall take a quiz after each chapter. If you answer incorrectly to the questions, it does not have an impact of getting a certificate at the end of the whole course/topic when you shall be required to take a test.

You have 1 week after having completed the whole course/topic (that is watching all the videos) to do the test. The test is not available if whole course/topic is not complete. To do the test, you have to click on the "Take Test" button. Once this button is clicked, you get unlimited chances of redoing the test within the 1 week mentioned above. All tests shall be time limited for each sitting (20mins, 30mins, 1hour, as the case may be).

A certificate shall be granted only after completion of the whole course/topic and taking successfully the test within the defined timeframe. To pass the test, you must get 11 correct answers out of the 15 questions.

Certificates shall have a unique reference code that AITD can validate in case of need of verification of authenticity.

You have access to the courses based on these rules:

- (1) You have watched all the videos on the course/topic within the 3 months since payment and taken the test and passed within 1 week since you click on the button test.
- (2) You have watched all the videos on the course/topic and have not taken the test or failed the test; you then have only 3 months from the payment date to complete and pass the test. Once 3 months passes, you no longer have access to the Training Materials and must repay to get access.
- (3) You have not watched the videos or watched only some of the videos. You have 3 months to watch all the videos linked with one course/topic. If within 3 months you do not watch and pass the test, you shall no longer be able to access the course content and have to repay.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Rwanda.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

You acknowledge that you are obtaining only a limited license right (non-exclusive and non-transferable) to the Training Courses and Training Materials and that irrespective of any use of the words "purchase," "sale" or like terms hereunder no ownership rights are being conveyed to You.

USER REPRESENTATIONS

By using the Site, you represent and warrant that:

- (1) all registration information you submit shall be true, accurate, current, and complete;
- (2) you shall maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) you have the legal capacity and/ you agree to comply with these Terms and Conditions;
- (4) you are not under the age of 13;
- (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site;
- (6) you shall not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
- (7) you shall not use the Site for any illegal or unauthorized purpose;
- (8) your use of the Site shall not violate any applicable law or regulation.
- (9) If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof);
- (10) You shall not share Training Materials with anyone else. You shall not: (a) copy the Training Materials or any portion thereof; (b) share, distribute, rent, sublicense or transfer any copies of the Training Materials, or portions thereof, with or to a third party or allow a third party to use the Training Materials; (c) modify, decompile, disassemble or reverse engineer any sample object code provided with the Training Materials; or (d) use the Training Materials to develop services or products for sale or include any components of the Training Materials in any product

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- (1) systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- (2) use the Site to advertise or offer to sell goods and services.
- (3) circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- (4) engage in unauthorized framing of or linking to the Site.
- (5) make improper use of our support services or submit false reports of abuse or misconduct.
- (6) interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- (7) use any information obtained from the Site in order to harass, abuse, or harm another person.
- (8) use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- (9) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- (10) attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- (11) harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.

- (12) delete the copyright or other proprietary rights notice from any Content or Training Material.
- (13) copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- (14) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- (15) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- (16) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- (17) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- (18) use the Site in a manner inconsistent with any applicable laws or regulations.

SITE MANAGEMENT

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- (3) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

TERM AND TERMINATION

These Terms and Conditions shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE, TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site or Training Material at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

We cannot guarantee the Site shall be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms and Conditions shall be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

PERSONAL DATA

You agree that the information provided to AITD and processed through the latter's systems and IT facilities, including confidential information, may be transferred across territorial boundaries and processed or stored in remote locations. Personal Data refers to all information that has been provided by you (including that of its employees, agents, consultants) relating to an individual, including but not limited to images and logos. We are hereby expressly authorised to make use of, save, control and process Personal Data and undertakes to protect the information provided by you in compliance with the laws of Rwanda. You give your express consent for use and to be contacted for marketing purposes (including receiving newsletters, promotional emails, etc).

No Warranty.

THE TRAINING MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Limitation of Liability.

IN NO EVENT SHALL AITD BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, AITD'S ENTIRE LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US UNDER THE TERMS AND CONDITIONS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

PRICE AND PAYMENT

The prices for the services are as quoted on the Site from time to time and are liable to change at any time. For the avoidance of doubt, the prices for the services which are quoted on the Site shall be exclusive of VAT.

The Site contains a large number of Training Materials and it is always possible that, despite our best efforts, some of the Training Materials listed on the Site may be incorrectly priced. We shall normally verify prices as part of our procedures. In case a Training Material's correct price is less than our stated price, we shall charge you the lower amount. If a Training Material's correct price is higher than the price stated on the Site, we shall normally, at our discretion, contact you for instructions or simply notify you of same.

Payment for all the Training Materials shall be made by credit and debit card. You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorize payment for any reason. We also carry out pre-authorization check on your payment card and the services shall not be performed until the pre-authorization check has been completed. Please note that it is possible that your card issuer may charge you an online handling fee or processing fee. We shall not be responsible for this.

MISCELLANEOUS

These Terms and Conditions and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site. You agree that these Terms and Conditions shall not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: contact@aitd.education