

TERMS AND CONDITIONS

1. ACCEPTANCE

By clicking "Register", "Apply", "I want to study" or similar, you agree to enter into a legally binding contract with Sigma Signal Academy Limited ("Academy", "we"), even if you are using our Services (described below) on behalf of a company or third person.

1.1 Agreement to Terms

If you do not agree to this contract (the "Contract"), do not click "Register", "Apply", "I want to study" (or similar), and do not access or otherwise use any of our Services. By using our Services, you accept and agree to be bound by the terms and conditions of this Contract.

1.2 Applicability

This Contract applies to all users of our Services (described below). Registered users of our Services are "Clients" and unregistered users are "Visitors".

1.3 Termination

If you wish to terminate this Contract, you may do so at any time by emailing hello@edu-sigma.org, copying legal@sandtech.com, closing your account, and no longer accessing or using our Services. Please note that certain provisions of this Contract may continue to apply as per applicable laws.

1.4 Contact Information for Support

For any questions or support, please contact us at hello@edu-sigma.org

2. OUR SERVICES

2.1 Definition of Services

"Services" include all products, services, content, features, technologies, or functions provided by the Academy, including but not limited to educational programs, online

courses, training sessions, and related resources offered through our websites, apps, and other digital platforms.

2.2 Users of the Services

2.2.1 This Contract applies to the Academy and all related sites, apps, communications, and services provided by the Academy and its affiliates.

2.2.2 It applies to both Clients and Visitors ("Users") of the Academy and its Services.

2.2.3 By using our Services, you agree to follow all relevant laws, including privacy, intellectual property, anti-spam, export control, tax, and regulatory requirements.

2.2.4 Whether you are a Visitor or a Client, participating in any of the Academy's programs means you must comply with this Contract and our Policies, such as our Privacy Policy, Payment Terms, Code of Conduct, and Terms of Use (collectively, the "Policies").

2.3 Changes to the Services

2.3.1 We may update these terms and/or modify this Contract or any of our Policies from time to time. The Academy reserves the right to upgrade, update, or discontinue any aspect or feature of a Service in whole or in part. If we make material changes, we will provide you with notice through our Services or by other means, including email and website notifications, giving you a 30-day notice period to review the changes before they become effective. We agree that changes cannot be retroactive.

2.3.2 We will inform you about updates to these terms and our Policies via email and website notifications. It is your responsibility to regularly check our website and your email for any such notifications.

2.3.3 If you object to any changes, you may close your account and cease using our Services. Your continued use of our Services after we publish or send notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

2.4. User Acknowledgment

It is your responsibility to periodically review these terms and our Policies to stay informed of any changes. Continued use of our Services constitutes acceptance of the updated terms and Policies.

3. OBLIGATIONS

3.1 Service Eligibility

To use the Services, you agree that:

- i. You must be at least 16 years old;
- ii. You will have only one account, which must be in your real name and accurately reflect your identity;
- iii. You are not currently restricted by us from using the Services.

3.2 Account Accuracy

Creating an account with false information, including accounts registered on behalf of others or with inaccurate personal details, is a violation of this Contract.

3.3 Minimum Age

"Minimum Age" means 16 years old. However, if the law requires that you must be older to lawfully use our Services or provide personal data without parental consent, the Minimum Age will be adjusted to comply with such legal requirements.

3.4 As a User of our Services

3.3.1 Code of Conduct

You agree to:

- i. Familiarize yourself with and adhere to the Code of Conduct and all related documents;
- ii. Follow the community guidelines communicated to you;
- iii. Engage in activities that align with the Academy's learning objectives and values;
- iv. Interact with the Academy's online and physical communities in a way that positively contributes to these communities;
- v. Contact the Academy's staff responsible for enforcing the Code of Conduct and Guidelines if you have questions or concerns, and address issues promptly to prevent escalation;
- vi. Report any suspected inappropriate behavior or comments by following the procedures outlined in the Code of Conduct.

3.3.2 Logo/Brand Use

You agree to:

- i. Not use our logo or brand name in a way that suggests endorsement or partnership without prior written permission;
- ii. Not alter or distort our logo or brand name;
- iii. Avoid using our logo or brand name in a manner that could be offensive, misleading, or damaging to our reputation or that violates any laws or ethical standards;
- iv. Comply with any requests regarding the use of our logo or brand name, including removing content deemed inappropriate by the Academy.

3.3.3 Personal Account Responsibilities

You are responsible for all activities conducted through your account unless you report misuse or close your account. As between you and others, including your employer, your account is your responsibility.

- i. Use a strong password and keep it confidential;
- ii. Do not transfer any part of your account to others;
- iii. Provide and maintain accurate information, including keeping it updated;
- iv. Use your real name on your profile;
- v. Use the Services in a professional manner;
- vi. Comply with the law, this Contract, and the Policies.

3.3.4 Notifications & Messages

3.3.4.1 You agree to receive notifications and messages from us in the following ways:

- i. Within the Services;
- ii. Through the contact information you provided (e.g., email, mobile number, physical address).

3.3.4.2 You agree to keep your contact information up-to-date to ensure you receive important communications.

4. RIGHTS AND LIMITS

4.1 The Academy's Commitment

The Academy is committed to protecting your data and providing tools to help you achieve the learning objectives and values of our programs.

4.2 Your License to Us

4.2.1 Consent

By using our Services, you consent to the following:

- i. You grant the Academy a non-exclusive, worldwide, transferable, and sublicensable license to use, copy, modify, distribute, publish, and process images recorded at our events for marketing and promotional purposes. This consent is given under the terms of this Contract and does not require additional approval.
- ii. You retain ownership of the information and data you submit through our Services.

By submitting this information and data, you grant us and our affiliates a non-exclusive, worldwide, transferable, and sublicensable license to use, copy, modify, distribute, publish, and process it as described in this Contract, without needing further consent or compensation.

4.2.2 License Conditions

- i. You can revoke this license for specific content or data by deleting it from our Services or by closing your account. However, this does not apply to content or data that has already been copied or stored by others.
- ii. If you use a Service feature, you consent to us mentioning your name or photo to promote that feature within our Services, according to your privacy settings.
- iii. We may edit or format your content or data (e.g., translating, resizing) as needed, without altering its meaning.
- iv. You may choose to share your content or data with others if you wish.

4.2.3 Compliance

Ensure that your content and data do not violate any laws or the rights of others, including intellectual property rights. We may need to remove content or data that breaches applicable laws or regulations.

4.3 Service Availability

4.3.1 We may change, suspend, or discontinue any of our Services at any time, including modifying prices with reasonable notice as allowed by law.

4.3.2 The Academy and our Services are not storage services; we have no obligation to store or maintain your content beyond what is required by law and noted in our Privacy Policy.

4.3.3 We reserve the right to accept or reject your request to join our community or use our Services based on alignment with our community values or potential harm to the community.

4.3.4 We may limit your use of the Services and your ability to contact other Clients.

4.3.5 We reserve the right to restrict, suspend, or terminate your account if you breach this Contract, violate applicable laws or policies, or misuse the Services.

4.4 Other Content, Sites, and Apps

4.4.1 By using our Services, you may encounter content that is inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. We are not responsible for others' content or information, including that provided by other Clients.

4.4.2 As a Client, you may receive job opportunities or business proposals from other Clients; we do not supervise, control, or endorse these opportunities or proposals. We do not create an employment relationship between us and any Client offering or accepting these opportunities.

4.4.3 We may help you register for and attend events organized by Clients and connect with other attendees. We are not responsible for the conduct of Clients or other attendees, do not endorse or review these events, and you agree to adhere to the event-specific terms and conditions.

5. PAYMENTS TERMS

5.1 Payment Obligations

By purchasing our Services, you agree to pay all applicable fees and taxes. Failure to make timely payments may result in the termination of your Services.

5.2 Payment Methods

We accept payments through the following methods:

- i. Visa, Mastercard, American Express, and other major credit cards.
- ii. M-Pesa PayBill service.
- iii. Stripe.

We may store your payment information (e.g., credit card details) to facilitate ongoing

billing and avoid interruptions in your Services.

5.3 Tax Calculation

Taxes will be calculated based on the billing information you provide at the time of purchase.

5.4 Refunds

All payments, including fees and charges, are non-refundable, except as specified in Section 6 of these Terms and Conditions.

5.5 Payment Options

You have the following payment options available for our programs:

1. **Full One-Time Payment:** To enroll in the selected program, you must complete the full payment before the last business day of the enrollment period. Enrollment is only confirmed once we have received the entire payment.
2. **Fifty/Fifty (50/50) Payments:** For this option, you are required to make an initial payment of fifty percent (50%) before the last business day of the enrollment period. The remaining fifty percent (50%) is due within thirty (30) days following the initial payment.
3. **Monthly Payments:** Under this option, the first month's fee must be paid before the last business day of the enrollment period. Subsequent payments will be billed monthly.

5.6 Payment Schedules for Specific Courses

For different course durations, the payment schedules are as follows:

1. **5-Month Courses**
 - An advance payment of twenty percent (20%) of the total course fee is required upon admission.

- Twenty percent (20%) of the total fee is due within thirty (30) days from the effective date.
- Twenty percent (20%) of the total fee is due within sixty (60) days from the effective date.
- Twenty percent (20%) of the total fee is due within ninety (90) days from the effective date.
- The remaining twenty percent (20%) of the total fee is due within one hundred twenty (120) days from the effective date.

2. 4-Month Courses

- An advance payment of twenty-five percent (25%) of the total course fee is required upon admission.
- Twenty-five percent (25%) of the total fee is due within thirty (30) days from the effective date.
- Twenty-five percent (25%) of the total fee is due within sixty (60) days from the effective date.
- The remaining twenty-five percent (25%) of the total fee is due within ninety (90) days from the effective date.

3. 3-Month Courses

- An advance payment of thirty-three point three percent (33.3%) of the total course fee is required upon admission.
- Thirty-three point three percent (33.3%) of the total fee is due within thirty (30) days from the effective date.
- The remaining thirty-three point three percent (33.3%) of the total fee is due within sixty (60) days from the effective date.

5.7 Cancellation

If a Client withdraws from the program before the next billing cycle, payment obligations for fifty/fifty (50/50) or Monthly Payments will cease.

5.8 Payment Confirmation

Payment confirmations will be sent to the email address provided at the point of sale and for each billing cycle. It is the Client's responsibility to verify receipt of payments.

REFUND POLICY

6. When a Client can Cancel

6.1 Before the Program Starts

A Client may cancel their enrollment prior to the program commencement, provided that such cancellation is made more than five (5) full business days before the program start date.

6.2 Within Fourteen (14) Days

A Client may cancel within the first fourteen (14) full business days following the program start date.

6.3 Exceptional Circumstances

A Client may cancel after fourteen (14) full business days following the program start date only in the event of unforeseeable circumstances beyond the Client's control.

6.4 Request Procedure

Clients must submit a written request via email to hello@edu-sigma.org for all cancellations and refund requests. Once your refund request is approved, the refund can be processed and initiated within 30 business days.

6.5 Valid Reason and Evidence

Clients are required to provide a valid reason and supporting evidence for their cancellation request. This evidence must be appropriate and verifiable, clearly substantiating the reason for cancellation, whether it is before the program starts, within the first fourteen full business (14) days, or due to unforeseeable circumstances beyond the Client's control. The Academy reserves the right to request additional information if needed to evaluate the validity of the cancellation request.

6.6 Refund Calculations and Penalties

6.6.1 For all Refund requests

An administrative fee of seven thousand Kenyan Shillings (7000 KES) will be deducted. The refund will be calculated as the total amount paid minus the value of services rendered up to the cancellation date and the administrative fee. The value of services rendered will be determined based on the proportion of the program completed or services provided prior to the cancellation.

6.7 The Academy's Discretion

The Academy reserves the right to determine the appropriate action, including whether to issue a refund or provide an alternative remedy, on a case-by-case basis. This decision will be made after careful consideration of the specific circumstances of each case.

Alternative remedies may include, but are not limited to:

6.7.1 Course Credit

Applying the amount paid as credit toward a future course or program.

6.7.2 Rescheduling

Transferring enrollment to a different session or course start date, subject to availability.

6.7.3 No-Shows

Payments are non-refundable for no-shows, defined as failure to attend without prior notice. Exceptions may be granted for genuine emergencies, provided appropriate and verifiable evidence is submitted. The Academy will review the evidence on a case-by-case basis and determine whether an exception to the non-refundable policy is warranted.

6.8 Policy Updates

The Academy reserves the right to update this refund policy. Clients will be notified of any changes via email or through the Academy's official website. Clients are encouraged to review the policy periodically to remain informed of any updates.

7. FORCE MAJEURE CIRCUMSTANCES / PROGRAM CANCELLATION AND RESCHEDULING

7.1 The Academy's Right to Cancel or Reschedule

The Academy reserves the right to cancel or reschedule any program due to Force Majeure circumstances. Force Majeure includes, but is not limited to, events beyond the Academy's control that hinder the delivery or completion of a course or program. The Academy will make reasonable efforts to notify participants at least seven (7) business days in advance of any cancellation or rescheduling.

7.2 Refunds for the Academy's Force Majeure

If a program is canceled or rescheduled due to Force Majeure, the Academy will provide a refund for fees paid up to the point of cancellation or rescheduling, provided that the delivery or completion of the program is affected by the Force Majeure event.

7.3 Cancellation or Rescheduling Not Due to Force Majeure

If a program is canceled or rescheduled for reasons other than Force Majeure, the Academy will, at the Client's request, either refund the fees paid for the canceled

program or apply those fees as a credit towards a rescheduled program.

7.4 Client's Force Majeure

If a client experiences a Force Majeure event that prevents their participation in a course or program, the client must promptly notify the Academy. The Academy may, at its discretion:

- i. Allow the client to reschedule their participation in the course or program to a later date;
- ii. Provide a partial refund of fees paid, taking into account the timing of the client's notice and any costs incurred by the Academy; or
- iii. Issue a credit for future services.

7.5 Notification and Documentation

The Client must provide sufficient documentation to substantiate the Force Majeure event. The Academy reserves the right to request additional information as necessary.

8. DEFERRALS

- 8.1 A Client who has paid the full fees for Services agreed upon admission is entitled to request a deferral of the course. To request a deferral, the Client must identify and coordinate a future date with the Academy itute promptly.

9. DISCLAIMER AND LIMITATION OF LIABILITY

9.1 No Warranty

9.1.1 The Academy and its affiliates make no representations or warranties regarding the Services, including but not limited to any warranty that the Services will be uninterrupted, error-free, or free from defects. The Services (including any content and information provided) are offered on an "as is" and "as available" basis.

9.1.2 Exclusion of Warranty

To the fullest extent permitted by law, the Academy and its affiliates disclaim all implied or statutory warranties, including but not limited to any implied warranties of title,

accuracy of data, non-infringement, merchantability, or fitness for a particular purpose.

9.2 Exclusion of Liability

9.2.1 Limitation of Liability

To the fullest extent permitted by law (and unless otherwise explicitly agreed to in a separate written agreement), the Academy shall not be liable in connection with this Contract for any lost profits, lost business opportunities, loss of reputation (including any offensive or defamatory statements), loss of data (including downtime or loss, use, or alteration of your information or content), or for any indirect, incidental, consequential, special, or punitive damages.

9.3 Exclusions

9.3.1 Basis of Bargain

The limitations of liability set forth in this section are a fundamental part of the bargain between you and the Academy. These limitations shall apply to all claims of liability (whether arising in warranty, tort, negligence, contract, or any other legal theory), even if the Academy or its affiliates have been advised of the possibility of such damages, and even if the remedies provided fail their essential purpose.

9.3.2 Exceptions

The limitations of liability described in this section shall not apply to liability for death or personal injury, or for fraud, gross negligence, or intentional misconduct. They also do not apply in cases where a material obligation of this Contract has been breached. A material obligation is one that forms a prerequisite to the Academy's delivery of Services and on which you may reasonably rely. In such cases, liability is limited to damages directly caused by the breach and foreseeable at the time of Contract formation, and only to the extent that such damages are typical in the context of this Contract.

10. TERMINATION

10.1 Termination Rights

Either party may terminate this Contract at any time by providing a written notice to the other party. Upon termination, you will immediately lose the right to access and use the Services.

10.2 Survival of Terms

The following provisions will survive the termination of this Contract:

- i. Our right to use and disclose any feedback you provide;
- ii. Your right to continue sharing content and information previously shared through the Services;
- iii. Sections 3.3.1, 4, 6, 11, and 13.2 of this Contract;
- iv. Any financial obligations incurred by either party prior to termination will remain enforceable after termination.

10.3 Account Closure

To initiate the closure of your account, please send an email with your full account details to hello@edu-sigma.org

11. GOVERNING LAW & JURISDICTION

11.1. The laws of the Republic of Kenya, excluding conflict of laws rules, will govern any disputes arising from this Contract and/or the Services.

11.2. Any claims or disputes will be litigated in Kenya, and both parties submit to the jurisdiction of the courts of Kenya.

12. OTHER IMPORTANT TERMS

12.1. If any part of this Contract is found to be unenforceable by a court, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intended purpose.

12.2. If the court cannot modify the unenforceable part, you and we agree that the court should remove that part and enforce the remainder of this Contract.

12.3. This Contract, including any additional terms provided by us when you use a feature of the Services, constitutes the entire agreement between you and us regarding the Services and supersedes all prior agreements related to the Services.

12.4. Our failure to enforce any provision of this Contract does not constitute a waiver of our right to enforce that provision or any other provision.

12.5. You may not assign or transfer this Contract or your use of the Services without our prior written consent. We may not assign this Contract or transfer our obligations without your prior written consent, except to our affiliates or to any party that acquires our business. This Contract does not confer any rights or benefits on any third parties.

13. HOW TO CONTACT US

13.1. For general inquiries, please contact us online or via email at hello@edu-sigma.org.

13.2. For legal notices or service of process, please send correspondence to:

Sigma Signal Academy Limited
3rd Floor, 1st Parklands Avenue,
Off Limuru Road,
Park Avenue,
Nairobi, Kenya

13.3. You agree that this address is the sole valid location for delivering legal notices.