

## **TERMS AND CONDITIONS**

These are the general terms and conditions on which we supply all our services. If you use our services, you agree to abide by these terms.

### **Interpretation and Definitions**

#### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### **Definitions**

##### **For the purposes of these Terms and Conditions:**

*Affiliate* means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

*Company* (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to BKTechouse Ltd., KN 4 Ave, 74 St Kigali.

*Country* refers to: Rwanda

*Device* means any device that can access the Service such as a computer, a cellphone or a digital tablet.

*Service* refers to the Website.

*Terms and Conditions* (also referred as "*Terms*") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

*Third-party Social Media Service* means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

*Website* refers to Urubuto, accessible from <https://www.urubutoschools.ac.rw/>

*You* means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

#### **Acknowledgment**

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **Accounts**

Some of our services require you to create an account in order to make certain kinds of, or any, use of the service. Your Service account gives you access to the services and functionality we've established or may establish and maintain from time to time, all in our sole discretion. All our accounts are subject to the following rules.

- If asked for any personal details, you must answer truthfully (see our privacy policy for what we do with those details). You must supply us with a valid e-mail address.
- You are responsible for the security of your accounts and making sure that any contact details in the account are kept up to date. If we need to contact you but are unable to do so, for example because your e-mail address is no longer valid, then any consequences of that failure will be your responsibility.
- You must not let anyone else use your account. If pressure is applied to you to do so — for example if an employer demands your username and password — please inform them that their attempt to subvert your agreement with us will mean that they have no permission to use any of our services. We may take action, including criminal prosecution, if they use our services using an account they have obtained in this way.
- You must let us know of any unauthorised use of your account as soon as you are able to after becoming aware of it.
- You may only use and operate one (1) User account at a time unless you have otherwise been given prior express written permission to do so from Urubuto. You may never use another User's account without permission. Further, you may not sell, gift, trade, or transfer your User account to any other User for any reason whatsoever. Doing so may lead to permanent ban of your account.
- We may suspend or terminate your account at any time. Equally, you may close your account at any time

## **User Content**

Some areas of the Service allow Users to post or provide content such as profile information, videos, images, music, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on our Service is referred to collectively as, "User Content"). We claim no ownership rights over User Content created by you. The User Content you create remains yours; however, by providing or sharing User Content through our Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. The Company has the right (but not the obligation), and we reserve sole discretion to, remove any User Content that is shared via our Service.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation to, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current or (ix) violates any school or other applicable policy, including those related to cheating or ethics. You agree that any User Content that you post do not and will not violate third-party rights of any kind, including without limitation to, any Intellectual Property Rights (as defined below) or rights of privacy. To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation to, the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. The Company reserves the right, but is not obligated, to reject and/or remove any User Content that the company believes, in its sole discretion, violates any of these provisions.

For the purposes of this Agreement, "Intellectual Property Rights" means: all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, as well as all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In connection with your User Content, you affirm, represent and warrant the following:

- You have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by our Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third-party entity.
- Your User Content and the company's use thereof as contemplated by this Agreement and our Service will not violate any law(s) or infringe any rights of any third-party entity, including but not limited to, any Intellectual Property Rights and privacy rights.
- The company may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

The company takes no responsibility and assumes no liability for any User Content that you or any other User or third-party entity posts, sends, or otherwise makes available over our Service. You shall be solely responsible for your User Content and the

consequences of posting, publishing, sharing, or otherwise making your User Content available on our Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that the company shall not be liable for any damages you allege to incur as a result of, or relating to, any User Content.

### **Paid-for services**

Any payment you have agreed to make to us is subject to any applicable taxation or similar financial imposition.

If you have agreed to pay a sum at regular intervals ("payment periods") then:

- We will only terminate the service by giving notice of at least one payment period in length;
- We may increase the price for the service by giving you at least one payment period's notice of the new price.

You may terminate a paid-for service at any time by giving us notice of termination. Any payment you have already made to us will not be repayable, but we will continue to supply the service — unless you ask us otherwise — until the next payment date.

We may suspend a paid for service if we reasonably believe:

- It is necessary for us to do so in order to prevent any unlawful activity;
- You have breached this agreement in a sufficiently serious way to justify suspending the service in order to prevent that breach.
- You have failed to pay us any sum of money you owe.

If we do suspend a service for any of the above reasons we will take all reasonable steps to inform you promptly of what we have done and we will lift the suspension as soon as we are satisfied that the reason for the suspension no longer applies.

### **Links to Other Websites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### **Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

### **"AS IS" and "AS AVAILABLE" Disclaimer**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

### **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

### **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

### **For European Union (EU) Users**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

### **Translation Interpretation**

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

### **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

### **Contact Us**

If you have any questions about these Terms and Conditions, You can contact us:

By email: [bktechouse@bk.rw](mailto:bktechouse@bk.rw)

By phone number: +250 788 143 636