

Acceptance of Terms

The following terms and conditions constitute a contract between you and Shule Direct and govern the use of the platforms and Sites.

The digital platforms are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Sites. Please read these terms and conditions carefully before continuing to access the Sites or using any of the Platforms. By accessing, registering with, or using any of the Sites or Platforms, you acknowledge that you did read, understand and agree to be bound by these terms of service (“Terms of Service” or “the Agreement”).

We reserve the right, in our sole discretion, to change, modify, add or delete portions of this Terms of Service at any time without notice. Any changes will be effective upon posting of the Terms of Service on the Sites and may be made without any other notice of any kind. Continued use of the Sites or Platforms after any changes to the Terms of Service signifies your understanding and acceptance of the new Terms of Service.

If you do not agree to any of the terms and conditions contained in these Terms of Service, your only remedy is to not access the Sites or use the Platforms.

This Agreement is effective as of 1st April, 2020. Your continued use of the Sites or the Platforms after such time will signify your acceptance of this Agreement.

User Information & User Generated Content

You acknowledge that Shule Direct has no obligation to pre-screen or validate User Information or User Generated Content (“UGC”) contributed to the Site(s) or through the Platforms. You are solely responsible for providing accurate, current and complete information in connection with any User Information or User Generated Content that you publish to the Sites or make available through the Platforms and represent and warrant that you have all necessary rights to submit such User Information or UGC to us.

You agree not to upload, post, transmit or otherwise make available any User Information or UGC that (when used as contemplated by the Platforms):

- may violate or infringe any right of Shule Direct or its users or any third party, including without limitation any privacy, trademark, copyright or other intellectual property right;
- is illegal, harmful, threatening, abusive, tortuous, defamatory, offensive, invades another’s privacy, or promotes discrimination or harm against any individual or group in any way;
- may violate any applicable municipal, national, rule, regulation or ordinance;
- advertises, promotes or offers to trade any goods or Platforms;
- disrupts, interferes with, or otherwise harms or violates the security of the Sites or Platforms,
- “flames” any individual or entity, including Shule Direct employees (e.g., sends repeated messages or makes derogatory or offensive comments about another individual or Shule Direct team member);

- contains personally identifiable information of others, including, but not limited to, last names, physical or email addresses, ID's or phone numbers; or
- otherwise violates these Terms of Service.

You acknowledge that Shule Direct has the right, but not the obligation, at any time and without prior notice, to refuse, remove or disable any User Information or UGC, which you submit or is otherwise available via the Sites or through the Platforms.

You acknowledge and agree that Shule Direct may preserve User Information and may also disclose User Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any UGC violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Shule Direct, its owners, its users and the public.

User Conduct

As a user of the Sites or the Platforms, you represent and warrant that you will not use the Sites or Platforms to:

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any UGC;
- disseminate any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- reproduce, duplicate or copy or exploit any other portion of the Sites or the Platforms other than as permitted herein or with the express written permission of Shule Direct;
- interfere with or disrupt any servers or networks or disobey any requirements, procedures, policies or regulations of any servers or networks connected to the Sites or Platforms;
- harm children in any way;
- obtain, collect, store or modify the personal information of other users of the Sites or Platforms;
- falsely imply that some other site is associated with Shule Direct, the Sites or the Platforms; and
- use the Sites or Platforms for any illegal or unauthorized purpose.

Without limiting any of the above representations or warranties, Shule Direct shall have the right, but not the obligation, to terminate or deny access to and use of the Sites or Platforms to any individual or entity for any reason, in Shule Direct's sole discretion.

Content License From You

By submitting UGC to the Sites or Platforms, you shall be deemed to grant to Shule Direct a worldwide and non-exclusive, royalty-free, sublicensable (through multiple tiers) license to use, reproduce, create derivative works from, store, transmit, perform, display, sell, publish, broadcast, modify, distribute, or otherwise use such or UGC (in whole or

part) and will constitute an assignment to us of all worldwide rights, including but not limited to, print and/or online media and all electronic, online media, title and interests in your UGC, including all copyrights and other intellectual property rights. All UGC shall be deemed as works “made-for-hire” even though you may be considered the legal author should you wish.

Shule Direct will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, create derivative works, improve and modify any UGC you submit for any purpose whatsoever, without restriction, obligation, notification or compensation to you. Your use of the Sites or Platforms to generate, submit and/or post UGC confirms your representation and warranty that you possess all necessary legal rights, power and authority to grant to Shule Direct the foregoing license.

You further represent, warrant and agree that the UGC you generate, submit or post will not violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, and will not contain false, intentionally misleading, libelous, defamatory or otherwise unlawful statements.

Copyrights, Limited Licenses, Trademarks and Proprietary Property Rights

You are allowed to download or any portion of the content to which you have properly gained access. Use of downloaded or printed copies of any content on the Sites or made available through the Platforms is limited to your personal, non-commercial use provided that all copyrights and proprietary notices are kept intact. Other than the limited personal license listed above, and in consideration of your use of the Sites and the Platforms, you agree that:

- the Sites and Platforms are the proprietary property of Shule Direct, or its licensors with all rights reserved;
- no person is allowed to use, copy, reproduce, display, transmit, redistribute, republish or sell any content found on the Sites or made available through the Platforms, in whole or in part, without express written consent from Shule Direct.
- WRITE, Shule Direct, Scalable Workforce; and any other associated Organization graphics, logos, designs, page designs, page headers, buttons, icons, scripts and service names that are used to represent the Sites or Platforms rendered by the Organization are registered trademarks, trademarks and/or service marks or trade dress of the Organization in Tanzania and/or other countries. These trademarks and trade dress may not be copied or imitated, in whole or in part, without the prior written consent of Shule Direct.

Confidential Information

You agree that, except as expressly authorized in writing by Shule Direct, you (a) will not use or permit the use of Confidential Information (as defined below) in any manner or for any purpose not expressly set forth in this Agreement or directed by Shule Direct; (b) will effect and maintain adequate security measures to safeguard the Confidential Information from unauthorised access, use and/or misappropriation; and (c) will not disclose or publish any Confidential Information to any third party without first obtaining Shule Direct’s express written consent on a case-by-case basis.

"Confidential Information" means all information related to Shule Direct's business, including all work requests on the Sites or Platforms, and without limitation (i) project information, instructions, input data, style guides, and 3rd party information relating to Shule Direct tasks; (ii) trade secrets, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (iii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; and (iv) information designated by Shule Direct, in writing, as Confidential Information.

Notwithstanding the foregoing, it is understood that you are free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of these Terms of Service, and your own skill, knowledge, know-how, and experience. Confidential Information shall not include information that was known to you prior to Shule Direct's disclosure hereunder (and can be demonstrated by written proof) or that becomes publicly available through no fault of you.

User Accounts

If we issue you an account or login in connection with your use of the Sites or Platforms, or any portion thereof, you will be deemed a "Registered User". Your account is for your sole, personal use, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity.

Certain portions of the Sites and/or Platforms may be accessible only to Registered Users. If you are a Registered User, you may not authorize, permit or otherwise allow any third party to access and/or use your username, password or account on your behalf. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. You agree to notify us immediately of any unauthorized use of your username, password or account. If, notwithstanding the foregoing obligation, you allow another party to use your account, you will be responsible for all use by the party using your account.

Shule Direct may, in its sole discretion, terminate or suspend your Account and/or your access to, and/or use of, the Sites or Platforms, or any portion thereof, at any time, with or without notice and for any reason (or no reason), and you agree that if your authorization to access the Sites is terminated, you will not thereafter access, or attempt to access, the Sites, directly or indirectly.

Links to Third-Party Content and Sites

The Sites and Platforms may provide links to content (including images, pictures, text, graphics, designs, audio, music, video, sound, software, applications) or websites ("Third Party Sites"). The Organization does not control these Third Party Sites, and therefore our Terms of Service do not apply. Before using, browsing or accessing these Third Party Sites, you should take the time to familiarize yourself with their Terms of Service. We do not monitor, read, check for accuracy, appropriateness or completeness, endorse or approve any Third Party Site, and are therefore not responsible for any content outside of the Sites.

Privacy

Your privacy is important to us. Please take a moment to review our Privacy Policy. By accessing Shule Direct or any of the Sites, you acknowledge that you have read and agreed to our Privacy Policy.

Disclaimers

Shule Direct does not guarantee the accuracy, integrity or quality of the information on the Sites or their constituent Platforms. Under no circumstances will Shule Direct be liable in any way for any claim arising out of or related to the Sites or Platforms, including, but not limited to, for any errors or any omissions on the Sites, or for any loss or damage of any kind as a result of the use of any content posted on any of the Sites or made available through the Platforms, whether posted by you or Shule Direct.

The Sites and Platforms are provided “as-is”. Shule Direct disclaims any and all representations or warranties, express or implied, including warranties of title, merchantability, fitness for a particular purpose or non-infringement. Shule Direct does not guarantee that the Site’s content and/or code is error-free, nor does it guarantee that its servers or the third-party servers it employs are free of viruses.

Shule Direct is not responsible for interactions between, or actions of, individuals stemming from usage of the Sites or Platforms, whether online or offline and reserves the right to change the Sites and Platforms, software, content or data contained within or offered by the Sites or the Platforms at any time without notice.

Jurisdiction

By visiting the Site and/or Service, you agree that the laws of Tanzania, without regard to principle conflict of laws, will govern these Terms of Service and any dispute that may arise between you and the Organization or its Affiliates.

Visitor Eligibility

By contributing to the Site, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

Indemnity

You agree to indemnify, defend and hold the Organization, its affiliates and subsidiaries, and each of their directors, executives, attorneys, agents, employees, partners and contractors harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of (i) User Information and UGC you submit, post or transmit or make available through the Sites or Platforms, or (ii) violation of these Terms of Service or any applicable law or (iii) any legal proceedings threatened or initiated against the Organization by a third party as a result of the events described in this section, or your violation of any rights of another, including but not limited to intellectual property rights.

Limitation of Liability

You agree that the Organization will not be liable in respect of any claim by you (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential loss or damages or injury including, but not limited to, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Sites or Platforms or the provision of any other goods or Platforms under this Agreement and whether or not as a result of any breach or default by, or any negligence of, Shule Direct or its affiliates.

In any event, the maximum aggregate liability of Shule Direct under this Agreement for any and all breaches of this Agreement and for any negligent or other act or omission in relation to this Agreement, will not exceed the amount of the fees paid by Shule Direct to you.

Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or the liability of Shule Direct will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting your statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by legislation.

Submissions

You agree that any submissions, feedback, comment, questions or ideas submitted to Shule Direct are non-confidential and become the sole property of Shule Direct. Shule Direct owns exclusive rights, intellectual property rights included, and is entitled to unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without compensation to or acknowledgement of you.

Contact Information

If you have any questions or need further information as to the Sites or Service(s) provided by Shule Direct, or need to notify Shule Direct as to any legal matters relating to the Sites or Service(s) please contact Shule Direct at:

Public Relations Unit
Shule Direct Org, P. O. Box 105821,
539 Old Bagamoyo Road, Msasani, Dar es salaam

Other

These Terms of Service constitute the entire agreement between you and Shule Direct regarding the use of the Sites and/or the Platforms, superseding any prior agreements between you and Shule Direct relating to your use of the Sites or the Platforms. The failure of Shule Direct to exercise or enforce any right or provision of these this Agreement shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this

Agreement shall continue in full force and effect. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites, the Platforms or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Certain Defined Terms

Any capitalized term not otherwise defined in this Agreement has the meaning given such term below and as used throughout this Agreement:

“Shule Direct”, “we”, “us” “our” or the “Organization”, mean(s) shuledirect.co.tz, it’s network, any associated Platforms and sub-domains, and its corporate affiliates and subsidiaries, including but not limited to, Shule Direct Organization..

“Registered Account” means any account that you have established with Shule Direct, or its affiliates, or any successor or replacement websites.

“Service(s)” means any service that we sell, offer to sell, provide on or through the Site, or that you request or receive through the Sites.

“Sites” means the websites located at www.shuledirect.co.tz, www.shuledirect.co.ke, and any successor or affiliate website thereto, including: all Platforms provided by or through the service platform on the Sites, the networks connected to or accessible through the Platforms and all site content including, any material, content, text, pictures, software, videos, music, information and other files created, located, displayed on any the Sites or submitted through the Platforms.

“Third-Party Content” means any content not created by Shule Direct, including but not limited to User Generated Content.

“Third-Party Sites” – Means any site not owned by Shule Direct.

“User Information” means any information that you submit in relation to establishing a profile or Registered Account with Shule Direct.

“User Generated Content” or “UGC” means any content submitted to Shule Direct or posted on the Sites or the Platforms, in any form or medium, by users of the Sites and Platforms, including, without limitation, qualification tests, comments, reviews, recommendations, preferences, data, questions, answers, responses, comments, feedback, instructions, proposals, ideas, suggestions, creative content, copy, phrases, text, logos, symbols, designs, and images.