

Service Terms and Conditions Agreement

This agreement was written in English. To the extent any translated version of this agreement conflicts with the English version, the English version controls.

DATE: Written by us on Nov. 30, 2020 and the latest revision has been made in Feb 2024, accepted by you on the date you read and accept our terms and condition on the web or Mobile application. We expect that you will have fully read and understood the terms and conditions before accepting them. By clicking 'Agree to terms and conditions' its assumed you have fully read, understands and agreed to be legally bound by these terms and conditions and no excuse or waiver whatsoever that can be made to this requirement.

This agreement shall be construed to be a legal agreement made between: -

1. **SUNRISE VIRTUAL SCHOOL** an entity duly registered in Kenya, with offices in Nairobi Kenya and of Post Office Box Number 2124 00200 Nairobi, (herein referred to as “**SVS or We**” which expression shall where the context so admits include its successors and assigns) of the one part:

And

2. **PARENT/GURDIAN AND/OR STUDENT/OR LEARNER** who seeks to register to receive virtual schooling and tutorship services on our online platforms either for themselves or for their children as offered by SVS (hereinafter referred to as “**Client, He, She or You**” which expression shall where the context so admits include their successors and assigns) of the other part:

RECITALS: -

- a. Whereas, SVS is in the business of offering virtual schooling/tutorship services through online classes and offers to give such services to you for a consideration; and
- b. Whereas, You understands the services of SVS and accepts to engage SVS to offer such services to him/her, or to children under the age of 18 under his/her care. (Anyone above the age of 18 should register themselves on our portal having read and understood the these terms and conditions).
- c. Whereas, You seek to register on SVS online platform to receive such services either yourself or for learner(s) under your care; and
- d. Whereas, You agrees that by accepting terms and condition on the registration page, you agree to be legally bound and abide by this agreement in all aspects of it.

NOW THEREFORE in consideration of the mutual covenants contained herein, the good and sufficiency of which are hereby acknowledged **THIS TERMS AND CONDITION AGREEMENT NOW WITNESSETH AND IS HEREBY AGREED AND DECLARED as follows: -**

Article 1:- TERM OF THIS AGREEMENT

Term: This agreement shall be in force from the date and time the client accepts terms and conditions on SVS online platform and is valid until such a time when the client closes his/her account with SVS, or until such other time when SVS may terminate such account or such other date as the parties may agree to in writing.

Learner completion of studies as SVS shall not automatically mean termination of this agreement, the Client shall continue being bound by this agreement even after they leave SVS, until such a time he/she sends an email terminating the engagement or lapse of 5 years after they leave SVS whichever comes earlier.

Privacy - Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use our online platforms to access our services.

Safety: We do our best to keep our platform safe, but we cannot guarantee it will always be safe, by upholding the following helps improve security. You further agree to the following safety terms;

- o You will not post unauthorized communications (such as spam) on our platforms.

- o You will not collect our content or information, or otherwise access, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- o You will not use other user's information that you may come to learn on our port engage in unlawful multi-level marketing, such as a pyramid scheme on our platforms.
- o You will not upload viruses or other malicious code on our platforms.
- o You will not solicit login information or access an account belonging to someone else.
- o You will not bully, intimidate, or harass any user.
- o You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- o You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
- o You will not use our platforms to do anything unlawful, misleading, malicious, or discriminatory.
- o You will not do anything that could disable, overburden, or impair the proper working or appearance of our platforms, such as a denial of service attack or interference with page rendering or other functionality.
- o You will not facilitate or encourage any violations of this Statement or our policies.
- o You will not ask/solicit for financial aid from another parent/learner, or teachers, or anyone else on our virtual school community.
- o You will observe and follow the stipulated class rules.

Registration and Account Security-Our client are expected to provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

- o You will not provide any false personal information on our platforms, or create an account for anyone without permission. other than yourself and underage children under your care.
- o You will not create more than one personal account.
- o If we disable your account, you will not create another one without our permission.
- o If you are under the age of 13, you will not use our platforms without assistance from an adult.
- o You will not use our platform if you are a convicted sex offender.
- o You will keep your contact information accurate and up-to-date.
- o You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
- o You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
- o If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).
- o Protecting Other People's Rights-We respect other people's rights, and expect you to do the same.
- o You will not post content or take any action on our platforms that infringes or violates someone else's rights or otherwise violates the law.
- o We can remove any content or information you post on our platform if we believe that it violates this terms and condition agreement or our policies.
- o You will not share on our platform any unauthorized intellectual property rights.
- o If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
- o If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.

Mobile and Other Devices-Please be aware that your internet provider normal rates and fees, such as text messaging and data charges, will apply. In the event you change or deactivate your mobile telephone number, you will update your account information on our ICT platforms within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

Payments-If you make a payment on our platforms, you agree to our *Payments Terms as contained in our Fees Policy* and to the provisions of this agreement unless it is stated that other terms apply.

Disputes-You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or our platform exclusively in Kenya courts of law which will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. If anyone brings a claim against us related to your actions, content or information on our platform, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on our platform and are not responsible for the content or information users transmit or share on our platform. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may

encounter on our platform. We are not responsible for the conduct, whether online or offline, of any user of our ICT platforms.

Our services – We commit to offer the following obligations:

- o We shall offer online live or recorded teaching services to the learner registered on our platform according to the timetables and class schedules.
- o Teachers and learners may agree to meet any other time not captured on the timetable for remedial classes or other extra-curricular activities such as clubs.
- o We shall do our best to provide quality, relevant and timely content as provided by the approved curriculum and as researched and prepared by our teachers, such may not always be in keeping with schooling syllabus or curriculum but the teacher is allowed to teach any materials he deems necessary to the learner.
- o We commit to follow timetables and class schedules have been designed by qualified experts who are satisfied that if followed with sufficient guardian support and student diligence and hard work, the learner/student will excel in the final exams.
- o We shall only engage the services of qualified teachers/tutors or helpful assistants to assist the teacher.
- o We are not a position to ensure your children attend online classes or concentrate in the classroom, much less ensure that they understand and pass tests and exams. However, we shall employ reasonable support and effort to offer quality educational content in majorly line with the curriculum, deliver through expert teachers and afford you all reasonable support.
- o We shall relay homework, assignments, and exams on our ICT platform and via emails.
- o We shall mark the exams advise you on the child's performance.
- o We shall ensure you get report forms relating to your child's performance by availing them on the ICT platform or by email.
- o We shall not offer refunds for missed classes, study materials or events.
- o In case we wish to deregister or dismiss the learner from SVS for any other reason except for non-payment of fees, we commit to give you a 3 months' notice (one term/semester) which shall allow you to look for another school for smooth progression, failure to which, we shall compensate you 3 one term/semester fees in lieu of notice.
- o Any fees increment shall be communicated at least a month earlier.

Yours obligations – You agree to fulfill following obligations:

- o You will register yourself and/or your children on our platform and ensure you read, understand and accept terms and condition as sufficient and legal agreement between yourself and SVS. In the event you realize there are some clauses of the terms and conditions that you don't agree with, you will cease and desist from registering, and raise such with SVS through the channels provided on the website.
- o You will give us actual and real information relating to the children and yourselves
- o You will avail all requisite learning materials to the learner for class work, homework, assignments, exams and for self-study.
- o You commit to ensure the learner attends all the classes in a semester and that they adheres to class rules attached herewith or as provided on the website, timelines, timetables, attends all classes, concentrates in classes, is quite during class time
- o You will ensure the learner is able to access and use the portal as is, and that they are able to access the notes, homework, assignments, exams and all learning materials. This may sometimes require you to print and avail such to the learner.
- o You will ensure to that the learner submits the homework, exams and other materials as required by the teacher as and in the format so directed for checking and marking of the same.
- o You will ensure that your children have safe, clean, well-lit and secure environment from where they can access classes, which will have stable internet connection.
- o You will ensure the learner's study environment is free from noise, distractions, or any other dangers at all times and ensure your children's general welfare and comfort is conducive for learning, during this agreement's validity.
- o You will ensure the learner understands and adheres to the class rules. You understand that failure to adhere to the class rules may attract some penalties including being locked out of class.
- o You will ensure the learner commits to not bully other learners virtually as this may attract heavy penalties as prescribed in the class rules.
- o You will equip the learner with an ideal gadget such a computer, laptop, ipad, tab or smart phone and access to printer/scanner which they will use in the course of learning. These gadgets shall have the right settings on backlight, sound volume, internet safety parameters.
- o You also commit that you will monitor the learner's online footprint and intervene to ensure learner's safety.
- o You will register the learner in a registered examination center accessible to the student to sit for the final exams and obtain the exam results and certificates from the examination body.

- o You will register the learner in at least one of the following co-curricular activities/clubs; ethics and character, tech-hub. Leap-hub or President's award. You will also ensure the learner actively participates in the clubs activities and submit to the teacher reports of such enrollment and progress.
- o You will facilitate the learner attend school events, educational tours and practical lessons as shall be advised in the course of learning.
- o You make time to discuss the learner's in-class behavior and academic performance during academic clinics with teachers.
- o You ensure the learner and the parent shall remain respectful and modest in their interactions in class, with other students and teachers and other parents, in all forms of communications and engagements.
- o You will support the learner by printing/scanning/submitted exams and school projects if so requested by the teacher.
- o You will make time to discuss the learner's class behavior and academic matters with the teacher.
- o Until after two years after leaving SVS, you will not engage/employ our teachers/staff that you have met/interacted with through our platforms to teach your students/learners privately outside our official platforms. Clients shall not engage any of our staff on commercial engagement outside the official engagements. This shall constitute grounds for us to seek compensation from you.
- o You will not give any form of gift to our teachers or staff, or pay any bills on behalf during and outside official business.
- o In the event you wish to withdraw or deregister your learner from SVS, you will give 3-month notice (one term/semester) to enable us adjust/align our team that will have been hired to teach your child, or pay fees for a similar period in lieu of notice.

Payment of products and services – You agree to pay for our services in the following payment terms.

- o As so long as your student has been admitted in SVS and starts attending classes, you will pay termly fees using the official payment methods as communicated or provided on the website, on or before 15th of the first month of the term/semester, or, if you have made special arrangement with accounts team to pay monthly, final date of payment shall be the 5th of each month and share the proof of payment with the accounts team, until such a time when the term of study at SVS is terminated in the manner described above.
- o Any fees negotiations and discounts shall only be considered if approved by the CEO or CFO and such communicated officially.
- o Learners sitting for final year exams will pay the fees up to the day of their last exam as they will continue receiving support from SVS teachers.
- o You will pay for the fees and other services we shall be offering in a timely manner and in the official payment methods.
- o Payment shall be to the account details provided on the website, or using the payment gateways provided on the website.
- o When you use our payment gateways on our ICT platforms, you agree that we may communicate with you electronically any important information regarding your purchases or your account. Protecting the privacy of your financial information is important to us. Please review our Privacy Policy, including our Annual Privacy Notice, to learn more about what information we share, what we do not share, and how we keep your information safe.
- o You agree to pay for our products and services in accordance to the rates stated on our website and other ICT platforms.
- o Proof of payment shall be used a receipt unless disputed by us. Receipt for payment received shall be shared on request.
- o All students whose fees have not been paid shall be blocked from accessing classes until such fees are paid.
- o The fact that a learner has been locked out of class for a period of time for not paying the fees will not absolve them from paying the full fees or qualify them for waiver or discount in fees for the period they are out of class.
- o School fees and payments for clubs covers only that and do not include the examination fees or any other fees.
- o Payments for registration for exams, examination center costs, and any other fees that may become payable in the course of learning shall be paid by you as and when it becomes due. We shall communicate such fees to you in advance of minimum 30 days.
- o **Paying for our products and services.** When you make a purchase using our payment gateways and details, you agree to provide a valid funding instrument to load money into your electronic value balance. When you have successfully completed this funding transaction, we will then credit your account with us and expend the resources on services you are paying for.
- o **Pricing.** Pay attention to the details of the transaction, because your total price may include taxes.

- o **Extra terms.** You may be presented with additional terms related to a specific payment before you confirm the transaction (such as shopping terms for learning materials). Those additional terms will also govern that transaction.
- o **Advance payment.** You may choose to pay over and above the current bill, the extra funds will be credited in your account and it will be used to finance future services you receive from us. In case you pay in advance, the prepayment will be used to cover the future services and you will not be required to double pay for the same services, unless there is material increment which affect all other students.
- o **Source of funds.** You can only pay us with clean, legally earned and cleared funds from a legitimate, bona fide source. By paying for our services, you agree to fully indemnify us of any questions and matters that may arise relating to source of such funds.
- o **Value for money.** By agreeing to make payments to use, you agree and appreciate the value of our services and all payments is duly earned compensation for our services.
- o **No Warranties.** Once you make the payment, we offer our services as expressed in the service charter. We do not make warranties of any kind, express or implied, with respect to ensuring your children attend class, concentrate in class or performance since such are not matters within our control.
- o **Payment Methods.** The current payment methods may include mobile money payments to which you are supposed to insert our payment details as displayed on the website. If for any reason you make payments to any other place, we are not in any way liable, and your account remains unsettled.
- o **Successful payment.** A successful payment is a payment that has been made to us and successfully received by us, where a confirmation of receipt of successful transmission is evidenced, and to which, the funds paid reflect in your account in our database and to which you obtain a receipt of payment from us. For such payments to wrong accounts, you may pursue reversal with the service providers on a separate arrangement to which we shall not be a party.
- o **Failed funding.** If you fund a payment by debit card and your load transaction results in an overdraft or other fee from your bank or service provider, we are not responsible for such fees.
- o **Mobile money.** Mobile payments is another payment method we have made available for your convenience. If you use mobile money for payments, you consent to the applicable risks and terms of service, and transaction charges as per the provider terms:
- o **Duty to notify us.** If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction.
- o **Intervention.** We may intervene in disputes concerning payments that may arise between you and payment service provider, but we have no obligation to do so.
- o **Technical difficulties.** If you experience a technical failure or interruption of service that causes your funding transaction to fail, you may request that your transaction be completed at a later time.
- o **Security.** You are responsible for maintaining the security of your payment credentials.
- o **Direct debit.** If you are making direct debit payments, you agree that we can charge you any amount that falls within the range you agreed to upon signup. We will notify you in advance if any charge will exceed the agreed-upon range. If you want to change your preferred payment method from direct debit.
- o **Change of class package.** As the learner progresses in years, fees may change from year to year as provided for on our website. You agree to dutifully peruse and keep yourself abreast with the applicable fees for each year of study.
- o **Deregistration or notice of termination.** You can cancel or deregister from SVS on your own volition having made payments to your account prior to the closure and having given a 3-month notice. Accounts that have been terminated in this manner shall not be charged after the last day of service or effective termination date.
- o **Tax liability.** The amounts charged to you by us may be subject to and include applicable taxes, including without limitation withholding taxes. It is your responsibility to remit any taxes that apply to your transactions. You agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.
- o **Delinquent accounts.** If you obtain services from us without payment or your account is past due, you remain indebted to us and such debts must be honored within 30 days. We may take steps to collect past due amounts using debt payment collection service providers. You agree to pay all expenses associated with such collection, including reasonable attorneys' fees. Interest will accrue on any past due amounts at the rate of the lesser of 3% per month or the lawful maximum.
- o **No show in class.** Once you register with us, you commit to ensure the learner attends all the classes and on time, in the current and the next/upcoming semester/term, you appreciate that we plan and make all the necessary arrangements to avail teachers and offer the teaching

services for the whole semester/term. As such, even if the learner does not attend classes for whichever reason, including not being in class on fees non-payment, you are liable to pay the full fees for the semester, and such shall be billed to your account. Lateness or absenteeism shall not constitute grounds of refund, or grounds of contest/protest against us attendant to the billed amounts.

- o **Notice to discontinue.** If you wish to discontinue at SVS, or take a break from being billed the fees for the next/upcoming semester, you will need to give us a 90 days' notice. This will enable us to disengage/align the teachers/service providers and help us to avoid incurring teaching related costs which often requires a 90 days' notice from us.
- o **Prepaid account.** You may have the option to pre-pay the services. Amounts prepaid are non-refundable except where required by law. Prepaid amounts do not earn interest, and there is no deposit insurance.
- o **Amendment guidelines.** We may update these Payments Terms at any time without reference or notice to you as we deem necessary to the full extent permitted by law. The Payments Terms in place at the time you confirm a transaction will govern that transaction.
- o **Customer Complaints.** If you have concerns with respect to the money transmission activities conducted via our website or app, you may contact the customer care via email as provided on the website.
- o **Extra/Remedial classes.** If you desire the learner to be given extra remedial classes, such shall attract special rates as shall be communicated by the admin office.
- o **Notices and Amendments to These Terms-** By registering to our platform, you agree that we may communicate with you electronically any important information regarding your purchases or your account.
- o **Sufficiency of this Terms and Conditions.** You agree that these service terms and condition agreement is sufficient, full and final service agreement between yourself and SVS and that you are legally bound. By accepting them during registration, you sign them off and agree to be held liable in totality.
- o **Registration on behalf.** In the event that you have enlisted the services of a third party, including our staff to register you at SVS, and by so doing they accept the terms and conditions on your behalf, it is assumed you have read and understood them in full and that by giving your details to third parties, including our staff, to facilitate the registration is a proof that you have read and accepted of the terms and conditions.

Communication and notices- By registering to our platform, you agree that we may communicate with you by calling or electronically any important information regarding our services or your account. We may also add you in WhatsApp groups or other such platforms with other parents, we may tag you on posts information on the social media, we may also provide notices and other promotional messages to you by sending such to you directly via SMS or email, or through notices or notifications on our ICT platforms or physically to the street address that you previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within three (3) business days of the time sent.

Use of Learner's and their parent's images and videos on website and social media- We shall be taking pictures and videos during school events and functions. By accepting these terms and conditions and registering to our platform, you agree and give us express authority to use the learners and their parents images and videos that have been taken during school events and on special meet-up sessions. These materials may be used on the print media, social media or any such platforms without further reference or obtaining permission from you.

In case you would not want us to use your images and videos on promotional materials on the social media, you are free not to come to the school events as long as they are not mandatory, and by coming to school events you consent to having your images taken for use by SVS marketing and promotional materials. In case you come to the school events and you do not wish to have your images and videos used on the social media promotional materials, you are required to write an email to the us clearly stating that you do not want yours' and your learner's images and videos to posted on any kind of media. Such email should be sent to marketing@sunrisevirtualschool.com and ensure to copy the CEO at ben@sunrisevirtualschool.com with clear and loud email subject reading 'REQUEST FOR SVS NOT TO USE (PARENT AND LEARNER'S NAME)'S IMAGES ON THE SOCIAL MEDIA'. Ensure to mention the name of the learner, year of study and the admission number in your email.

Only parent's and learners who write such an email will be exempted from posting their images and videos in promotional materials on the social media and elsewhere. Unless such an email is received within 72 hours after a school event/function where images have been taken, SVS shall be exempted from any claim for use of images and videos on promotional and marketing materials. Learners and parents' images and videos used for promotional materials shall be entitled to a discount in fees equivalent to 1% of one term/semester fees, which shall be applicable in the subsequent term/semester,

for one time only. This shall become due and deductible upon receiving a claim from the concerned parents/guardians.

Images and videos posted on the social media shall remain on such media indefinitely. SVS shall not use images and videos for learners and parents who have left SVS and cleared with accounts any longer than 24 months from the date they deregister or officially leave SVS.

School Events- Learners and parents are invited to participate in school events such as meet-ups, sports days, career days, culture days, educational tours, class-by-class meet ups, etc. Such events shall be charged for separately and shall be paid for 48 hours prior to the event. The charges shall be determined on the kind of event and such shall be communicated by the accounts team.

Parents and guardians disclaim SVS of any claim arising from any physical or emotional harm that may be caused to the learners or parent during transport to or fro, or during the event, or any meals taken during the event. SVS shall not be liable for the welfare, safety or security of learners, parents or their belonging.

List of learners. Whenever we are required to provide the list of our learners to third party stakeholders/collaborators/partners and by registering with us, you allow us to share such learner details which may include names, grade of study etc, for non-commercial purposes only.

Legal requirement to share your information: You are responsible for the data and information you provide during log-in and registration process and its accuracy. By you posting it, you have given us the permission to relay such information and pictures to the customer, including your contact details, as may become regally required of us through any law or regulation.

Use of Social Media: You are free to follow us on social medial. However, note that defaming our brand or making untrue/demeaning posts or comments about us that has no basis shall be translated as sabotage and an attempt to deter potential clients and we shall be at liberty to pursue financial compensation from you to the extent we can proof your actions has led to loss of business in a competent court of law.

Admission Policy: By accepting this terms and conditions, you acknowledge and consent that you have read and agree with the admission policy published on the website.

Trademarks—The trademarks, names, logos and service marks (collectively “trademarks”), and are registered and unregistered trademarks owned by SVS. Nothing contained on our website or portal should be construed as granting any license or right to use any trademark without the prior written permission from us. You shall not try to copy, replicate, plagiarize, copy our website, portal, materials or business model.

Disclaimer of general liability—We shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of our ICT platforms on mobile app or websites, any information contained therein, your or your company’s personal information or material and information transmitted over our system. You register and engage with us with the understanding that we are not a registered learning institution, rather, we are in the business of tutorship and facilitating learners who have chosen to acquire education privately outside the traditional schools and to advise clients on how such learners can sit for final exams in registered examination centers and achieve internationally accredited qualifications.

We are not responsible for any liability/damages/penalties whatsoever relating to online activities of the learners or that may arise out of how the learner uses internet/interacts on the internet/website they visit/content they consume on internet/connect and communicates with others, within and outside our virtual schooling community.

In particular, neither the website owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

Copyright – You acknowledges and appreciates that the intellectual property and innovation relating to any part of our web and mobile application and other online platforms, business methods, financial models, is owned by the registered copyright owner and as such, the you hereby warrants to engage or assist any acts of infringement of copyright rights and commits to bring such acts to our knowledge.

Non-compete non-circumvention - you commit that you shall not use the information and business concept he becomes privy to by using our ICT platforms to engage in competition with, or circumvent our business in any way and agrees to be held legally liable to make reimbursements for lost business should he engage in activities and business that may amount to competition or circumvention to our business. You will not recruit or incite other clients with aim of enlisting them to another competing service provider. You shall not circumvent, block, hinder SVS business in any way. You shall not incite other clients, influence negatively, or mislead an existing or a potential client. SVS shall be at liberty to seek legal claim if it believes you have engaged in actions that breach this clause or that you have caused the company direct or indirect loss of business, to the extent we can prove to the court of law. This clause shall remain in force for a period of up to two years after terminating your engagement with SVS.

ADDITIONAL DISCLAIMERS-WE TRY TO KEEP OUR ICT PLATFORMS UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING OUR SERVICES AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT OUR ONLINE PLATFORMS WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THEY WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. SVS IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. SVS IS A VIRTUAL SCHOOL BUT IS NOT A REGISTERED SCHOOL IN YOUR JURISDICTION AND WE DO NOT CLAIM TO BE. BOTH PARTIES HAVE ACCEPTED THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PAYMNTS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR SVS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR SVS WILL NOT EXCEED THE GREATER OF ONE CENT OF USD (\$ 0.1) OR THE AMOUNT YOU HAVE PAID US IN THE PAST ONE WEEK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SVS LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.