

## **TERMS AND CONDITIONS**

Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using the <https://inafricatogether.com> website (the “website”) operated by us (“us”, “we”, or “our”).

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

By accessing or using the website you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the website.

### **1. About us**

The mission of In Africa Together (IAT) is to advance African entrepreneurs and consulting firms into one global network through one platform. Accessing our portal, you would have a chance to choose any program you want and once you submit your necessary documents, we will process your applications. You will have the access for all business solutions in the marketing, financial, digital and intellectual problems.

### **2. User Accounts and Sign-up**

Portions of the Platform may require you to create a login or sign-up for an account. You must fully complete the registration process by providing us with your current, complete, truthful, and accurate information as prompted by the applicable registration form. Where required, Company may also assign you a username and password. You are entirely responsible for maintaining the confidentiality of your password and account and for any and all activities that occur under your account, whether performed by you or another person. You agree to notify Company immediately of any unauthorized use of your account or any other breach of security. Company will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. However, you are responsible for losses incurred by Company or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. Company has the sole discretion in granting or denying any accounts.

### **3. Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of Company and its licensors. Except where stated otherwise, Company Careers is the copyright holder of all content, layout, design, data, graphics, trademarks and logos under thevCompany.com domain. The content is protected by India and international copyright laws. Company Careers will do its utmost to protect the rights of students,

employees, customers, members and intellectual property rights. We will not hesitate to take legal action if necessary.

#### **4. Links to Other Web Sites**

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

#### **5. Affiliation:**

The Company is not affiliated with any government or government agency for permits. Company provides immigration guidance to the students and employees, and concierge services for immigration and charges a service fee. It maintains <https://inafricatogether.com>, a private publishing website, which offers general information on issues related to services. It is neither a legal firm nor does it provide any kind of legal advice or suggestions to its users. The information presented on our website should be used as for reference purposes only and not as a substitute for professional advice. We do not provide legal advice, opinions or recommendations to our users about their legal rights, legal remedies, legal defenses, legal options or legal strategies. Any purchase made using this website is subject to Company Terms of Use to which, by using this site and/or making any purchase, you are agreeing to be bound.

#### **6. Limitation of liability:**

Company shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this website, or the performance of the products, even if Company has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability, or incidental or consequential damages; thereby the above limitation or exclusion may not apply to you.

#### **7. Personal Use Limitation:**

The information, news, articles, emails, products and services provided by Company are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any

information, or other content, products or services obtained from Company without express written permission from us.

## **8. Warranty Disclaimer:**

This site and the materials and products on this site are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable International laws, Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Company does not represent or warrant that the functions contained in the site will be uninterrupted or error free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Company does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

## **9. Payment and Subscription**

Paid features of the Platform (the “Paid Services”) are subscription based unless otherwise specified on the Platform. The prices, features, and options of the subscription based Paid Services (the “Subscription Plan”) depend on the specific Subscription Plan selected as well as any changes instigated by you. Company does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.

You agree to pay Company all fees associated with the Paid Services and/or Subscription Plan in a timely manner. ALL PAYMENTS FOR PAID SERVICES, INCLUDING ALL SUBSCRIPTION PLANS, ARE NON-REFUNDABLE. Charges for Subscription Plans may be billed to you in advance, as determined in Company’s discretion.

Company’s Subscription Plans automatically renew unless otherwise noted. If you purchase a Subscription Plan you agree to pay the then-current applicable fee associated with the Subscription Plan and further agree and acknowledge that it will automatically renew, unless, prior to the end of the current period of effectiveness of the Subscription Plan (“Subscription Term”): (a) you terminate your account or the Subscription Plan at least 3 days before next bill date for Subscription Plans; (b) Company declines to renew your Subscription Plan; or (c) this Agreement is otherwise properly terminated as expressly permitted herein. The Subscription Plan will automatically renew on a monthly or annual basis, depending on the Subscription

Plan you choose (“Renewal Term”). When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. You will be billed for your Subscription Plan through the payment method you provide, such as a credit card. You must promptly notify Company of any change in your invoicing address and must update your account with any changes related to your payment method.

BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, YOU AUTHORIZE COMPANY OR ITS AGENTS TO CHARGE YOUR PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS (“AUTHORIZATION”) FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE PAID SERVICES. The Authorization continues through the applicable Subscription Term and any Renewal Term until the Subscription Plan is terminated as specified above. The Subscription plan payment is nonrefundable once paid. The Subscription fee doesn’t include process fee such as Application fee, deposit fee, process fee, tuition fee, enrollment fee, service fee for work abroad, and other payments for third party companies. Student’s Application fee plan Students application fee is a payment that will be required by universities, schools and other entities for processing fee of student’s application. Please note that not all schools have application fee in our website. Application fees is non-refundable in any case whether or not the student gets the admission in his/her desired school. Students will also have to pay the enrollment fees in order to ensure that they will get admission in their desired schools. Subscriber companies can make the payment by themselves or directly from the applicant’s bank account. We don’t take any responsibilities in the payment process, enrollment deposit fee for any of our subscriber companies’ clients. In case of visa denials, the enrollment fees will be refundable in most cases depending on the refund policy of the schools/universities. Upon refund issues we don’t take any responsibilities or we won’t be liable for the refund process. Students half or full tuition fee deposits Company will not be responsible to make the students full or half tuition fee for subscriber companies clients, however we will only guide through the process. Student visa fee and visa process We don’t assure any visa guarantee we only guide on the visa process to our subscriber companies. We don’t charge additional fees for visa fees nor we are liable for any of the visa fees you agree that we are not liable for any payment on the visa process. Subscriber companies agree that they will not use our company name in Africa to ask visa payments on our behalf.

The company is not responsible for ticket expenses, airport pick up, accommodation, and other related services. However, we assist our subscriber companies to see the best option for

accommodation for schools. The school or student will be responsible for the arrangement of Airport pickup. We don't arrange any TUTION payment methods applicants are solely responsible in that process we only guide you by connecting your applicant with the necessary department. You agree that we are not liable for any familiarity in the payment process of the students cost of attendance. Please make sure your applicant students are able to pay.

Company arranges loans for international students in some cases if they are eligible only to apply for international loan. For such cases we guide them and connect them to the lender bank for them to do the necessary screening process. Upon scholarship offers such as merit based, educational score based and other scholarship that bases on certain issues and changes every time we only make sure to process the first-year scholarship keeping the scholarship with good score, good GPA and other related cases is solely your students' responsibility. If a student whose application is processed and completed would inquire a new case to transfer to other universities we do not take any responsibility in addition to that your company should be starting a new application inquiry. We do not take any responsibility if the applicants document is a forged or if the student's application is cancelled because of fake documentation. Upon such cases we cancel the student's application and fine the company as per our regulations accordingly. For scores of ENGLISH PROFICIENCY EXAMS like TOEFL, IELTS, and other exams and standardized exams like SAT,ACT and other exams we need the log in information to make sure we are looking for the right scores. You can always apply for one student again and again until your number of applications per month is completed without the sector difference.

#### **i. Commissions**

Most universities have commissions and we make sure to link up the deals that have commission. Please be advised to follow up to always report the applicants of your company who successfully received visa, and enrolled always in time to be eligible for commission. If your company didn't contact us about the approval of visa and the student enrolled to the school your company will not be eligible for all commission for that intake. Commission types vary based one time from half Tuition cycle or full time two Tuition cycle. The amount of Tuition, you will receive depends on different sectors like your subscription pack level, the specific school, the number of recruited enrolled applicants by your company will all determine your amount for commission. If your company have violated any of our regulation we saw as deemed we will always cancel your commission payment which is can always be on process,

on waiting or approved and in Africa together won't be liable for that and have full right to cancel all the unreceived commissions of your company.

Up on approved payment on withdrawal process we don't give specific time to receive payments as it is international payment system that differs from country to country and from bank to bank we always thrive to work hard in our part to send the specific commission but we won't be liable if delays occur.

## **ii. Regarding work abroad**

We are only giving your candidates the chance to apply in our portal to be connected with the available work offers. As we are only connecting you we strictly aware you that we are not an agency that is based for processing work visas or working on foreign recruits in any immigration offices, we only connect you with third party companies who have open sits for work applications for you to apply.

We don't give any guarantee that the candidate will be accepted, pass interview or the visa process. We only connect you with abroad work oversea chances.

Upon fees for third parties you agree you make the payments for them and you don't ask any of the payments to our company In Africa Together. We do not arrange work visa processes so we don't charge work visa processing fee the candidate by himself or other companies will be the one responsible in that process. All work sector payments will be processed through our platform to our processing third companies. Refunded payments will be refunded as per our written guidelines nonrefundable payments will not going to be refunded. Airport pick up, accommodation, other immigration solutions is not in our hand we will arrange those services in relation with our third-party company if they are offering those services. We won't be liable and your company agrees to not give any misinformation in this regard. Or we won't be responsible for any inquires that comes from your candidates.

We are not responsible in any case for fraudulent information or files if in any case we evaluate and prove that your candidates document is fake all your applications will be cancelled and you will be fined. You agree that all information we provide to you will be directly given to your candidate and in any case, you give a misinformation you will be responsible for that case.

We don't guarantee visa success. We are not liable about your candidates endeavour after we process the applications in such cases of not working, having personal problems, health issues or other accidents and problems we will not be responsible. We are always on full right to cancel all work applications even the one in the process if your company is not respecting our policy and you agree we have the right to do that.

### **iii. Regarding tour and travel**

We process your tour packages providing you the best in worldwide that can always bind with you. If you would like to host or be member for tour and travel hosting in your country please contact us with your inquiry. We do not take responsibilities for any problems, accidents and other related issues while you are in the trip. We only provide the tour applications and paperwork's with different offers. We are not responsible for visa documentations, processes and guarantee. All the payments which are paid as nonrefundable are not refundable without any basis like visa success please be noted. Your company will be responsible if your candidates have a misinformation in regards to the trip details and services. Always be sure to update us on visa process in any case you don't provide us of your specific candidate visa success other next steps or services might not be given and your company will always take the responsibilities. We are not responsible for any payment you charge your customers, you agree to not ask payments in the name of our company and in any such cases you have asked payment in our behalf we would cancel your membership access. You agree you can't complete any kind of marketing in our company name in any way without our direct approve.

### **iv. Regarding medical abroad**

For your medical clients or patients, you agree not to provide any medication in any way or to prescribe any of your client patients on treatment types. In any case we would like to always put our services as to find available hospitals and process the application for your patients. We are not hospitals or other treatment giving company or entity. Up on visa process you agree that we will not have any part and you agree that any failure will not come to us nor your patients will not have any right to have any contact with our company. We are not liable for price changes up on cases like additional treatments, surgery or other cases in the treatment the patient will be liable for such cases and you agree that those cases will not regard us. We are not liable for any problems in the process of the medications and treatment and for the after math's or after treatment health statuses the patient will form a clear bond with the hospital we is expecting to have the services. We will arrange accommodation, airport pick up in collaboration with the hospitals but be advised if we have added in your packages these services if not we are not liable for any problems arise from this issue.

We are not liable for any customer service problems in between client patient and third-party hospitals. We are not liable for any other additional treatments and we don't have the responsibility to follow up with the patient's case and other related long-term treatments you agree you have understood this all

and you agree you will clearly state this to your patients and in any case appear in the process of misinformation your company will be liable. We don't have any responsibility for refunds for nonrefundable payments no matter what the treatment or medication result. We are not liable for other costs like accommodation like hotel, expenses for stay and ticket expenses and follow up on patient's case. For deposit payments that have been made to make to the hospitals, we require your company or patient to make those payments.

Upon any visa denial you can always ask for refund if the specific patient doesn't have any kind of treatment from the hospitals. We in any case will not have a direct customer with your customer in any case your customer directly contacted us for any issue specially that have been not given or misinformed by you we will charge fine on your company based on our regulation. We don't want any direct contact with any of your clients. You take full responsibility on keeping in contact only with us for inquiries from your clients or patients.

#### **v. Regarding subscription payments**

Once you subscribe the subscription payment is not refundable but you can always cancel not be billed for the next billing month if you want to unsubscribe. For unsubscribing please go to the portal and click billing section and click on unsubscribe and stop having access of our portal. For billing deadline, if you don't make your payment in the deadline and if it passes 2 business days your portal access will be limited and you will be notified for making your next month bill both in the portal and in your email.

After three days you will lose the full access of the portal which will cancel all your students file, started applications, and other data. We don't take responsibility on this issue you agree we won't be liable for those cancellation of data.

In special cases always contact us if there is any scenario that will make a delay for payments to be completed in time we will make sure you don't lose your data. You can always end subscription before the starting date of next billing date. If your unsubscribing time is in the new billing date then you won't be able to unsubscribe. Up on serious violations of rules and regulation of our company like to give Misinformation, Using the company information for bad purposes, To bribe in our name others for certain services, Intellectual property violation related, Marketing without our approval, If any of your company staff member or other tried to contact partner entities about any case of application, or other related issues, If any case your company tried to create Any social media or any other form and mentioned our company without our awareness, If your client report an issue about your company regarding certain issues that doesn't have anything with us like other services be given or promised, illegal acts,



and others, For not being in contact for an emergency situations on the reliable phone number, If you try to form any kind of alliance or agreement with our partner companies you will be automatically removed from our portal and will not have access for 6 months.

Upon such of the below listed issues we will contact our subscriber company owner and manager who shall be in contact and registered for this purpose and if we do not get reply we are not responsible for any upcoming steps taken by us.

We do not operate everywhere please be noted before you subscribe to book a free consulting to understand if you are eligible. For any marketing team that always represent us in different countries which are marketing representative in any country make sure to ask for the name and specific code they always require you and made sure to put it in your form or else we won't be responsible for claims regarding fake marketing teams and always make sure our company in Africa together will always go by In Africa Together for clarification purpose and double note that you can always call to make sure of the name of our marketing agent along with their specific code.

In Africa together, agents agree to put a deposit fee and to always compile with their local law and always operate based on their tax system law. We consult and made sure that all our agents follow our guidelines. In Africa together agents cannot do any type of marketing or promotional campaigns without our approval. All THIER social media networks will be monitored strictly and any violation will make them fined and be removed. We always make sure we are providing our service with transparency and accountability along with a good connection and reachability. We do not make agreement and we do not take payment in person in any form be noted that you will always receive any kind of payment in your personal portal or official website. Never offer or accept any payment from any one from our marketing team.

## **10. Termination**

Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he/she determines in his/her sole discretion that such termination is in the best interest of the State. Any such termination shall be affected by delivery to the Construction Administrator of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Construction Administrator's address as furnished to the State for purposes of receiving notices under this contract, by email to the Construction Administrator's email address as furnished to the State for the purpose of notices, by facsimile transmission telecopy (fax) to the Construction Administrator's fax number as furnished to the State for the purpose of notices, or by hand delivery. Upon receipt

of such notice, the Construction Administrator shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Construction Administrator in performing its duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. The mailing, email, fax, or hand delivery of such notice shall preclude any claim on the part of the Construction Administrator as to failure to receive notice of such termination.

### **11.Prohibition**

The customer must not use the Services nor enable others to use the Services: (a) In a way prohibited by law; (b) To violate the rights of third parties; (c) To try to gain unauthorized access to or disrupt any service, device, data, account or network; (d) To spam or distribute malware, or transmit or cause to be transmitted any viruses, worms, Trojan horses, time bombs, cancel bots or any other harmful, damaging or destructive programs or content; (e) In a way that could otherwise harm the Services or impair anyone else's use of it; (f) To disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customers use of the Services, nor force any electronic barriers or locks which have been adapted for the purpose of protecting the Services; or share or transfer any license key, password or other security device relating to the use thereof with or to any other User or any third party; (g) In a manner that prevents or disrupts other computer communications, or prevents or disrupts the equipment employed to provide and use the Services; or (h) In any application or situation where failure of the Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

### **12.Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

### **13.Errors and Omissions**

Any inadvertent error, omission or delay in complying with the terms and conditions of this Contract shall not be held to relieve either party hereto from any liability that would attach to it hereunder if such error, omission or delay had not been made, provided such error, omission or delay is rectified immediately upon discovery.

## **14.Indemnification**

The undersigned agrees to indemnify and hold harmless the Company, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

## **15.Governing Law**

These Terms shall be governed and construed in accordance with the International labor laws and GDPR without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **16.Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try 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, please stop using the Service.

## **17.Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of the state of \_\_\_\_\_, without reference to its conflict of law provisions (other than section \_\_\_\_\_ of the general obligations law), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

## **18.Entire Agreement**

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements,

understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

### **19. Comments and Feedback**

Comments and suggestions Client or subscribers may provide for improvements to the Services shall be deemed to have been given voluntarily and Provider will be free to use, disclose, reproduce, license or otherwise distribute, and exploit such feedback as Provider sees fit, entirely without obligation or restriction of any kind.

### **20. General Conditions**

The respective obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by applicable Law, be waived in writing by any party in its sole discretion (provided that such waiver shall only be effective as to the obligations of such party):

### **21. Contact Us**

If you have any questions about these Terms, please contact us.