

Terms of Use

Software Training Academy (SoftUni Kenya)

Acceptance of Terms

Welcome to SoftUni Kenya. By accessing and using our online training school, you agree to comply with and be bound by the following Terms of Use. Please read these terms carefully before using our services. If you do not agree with any part of these terms, you must not use our platform.

Changes to Terms

SoftUni Kenya reserves the right to modify these Terms of Use at any time. We will notify users of any significant changes by posting the revised terms on our website. Your continued use of the platform after any changes are posted constitutes acceptance of the new terms.

Registration and Account

- **Eligibility:** To register for an account, you must be at least 18 years old or have the consent of a legal guardian.
- **Account Information:** You agree to provide accurate and up-to-date information during the registration process and to keep your account information updated.
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

Use of the Platform

- **License:** SoftUni Kenya grants you a limited, non-exclusive, non-transferable license to access and use the platform for personal, non-commercial purposes.
- **Prohibited Conduct:** You agree not to:
 - Use the platform for any unlawful purposes.
 - Disrupt or interfere with the operation of the platform.
 - Upload or transmit any harmful content, including viruses and malware.
 - Engage in any activity that could harm SoftUni Kenya or its users.

Content and Intellectual Property

- **Ownership:** All content provided on the platform, including but not limited to text, graphics, videos, and software, is the property of SoftUni Kenya or its licensors and is protected by intellectual property laws.
- **License to Use Content:** SoftUni Kenya grants you a limited, non-exclusive, non-transferable license to access and use the content for personal, non-commercial purposes.
- **User Content:** By submitting content to the platform, you grant SoftUni Kenya a worldwide, royalty-free, perpetual license to use, reproduce, modify, and distribute the content for any purpose.

Payments and Refunds

- **Fees:** Access to certain features of the platform may require payment of fees. All fees are non-refundable unless otherwise specified.
- **Payment Methods:** SoftUni Kenya accepts various payment methods as indicated on the platform. You agree to provide accurate billing information.
- **Refund Policy:** Refunds may be granted at the sole discretion of SoftUni Kenya under special circumstances, as outlined in our Refund Policy.

Disclaimers and Limitation of Liability

- **No Warranties:** The platform is provided "as is" without any warranties, express or implied. SoftUni Kenya does not guarantee the accuracy, completeness, or reliability of any content on the platform.
- **Limitation of Liability:** To the fullest extent permitted by law, SoftUni Kenya shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the platform.

Dispute Resolution

In the event of any dispute arising out of or in connection with these Terms of Use, the parties shall first attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved through negotiations within 30 days, either party may submit the dispute to binding arbitration under the rules of the Chartered Institute of Arbitrators, Kenya Branch. The arbitration shall be conducted in English, and the seat of arbitration shall be Nairobi, Kenya. The decision of the arbitrator shall be final and binding on the parties.

Indemnification

You agree to indemnify and hold harmless SoftUni Kenya, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, and expenses arising from your use of the platform or violation of these Terms of Use.

Exclusion Policy

SoftUni Kenya reserve the right to unilaterally and immediately terminate a student's education by excluding them from attending classes and accessing the Learning System for the following reasons:

- Engaging in activities unrelated to the course material during lectures.
- Disrupting the learning process with their behavior and interfering with the lecturer and other students.
- Exhibiting aggressive or unacceptable behavior before, during, and after lectures.
- Failing to comply with forum rules and agreed terms, including displaying unfriendly or disrespectful behavior in communication channels during training (e.g., Facebook groups) and official correspondence channels (e.g., email, telephone, live interactions), thereby damaging the image of SoftUni Kenya, its team, and teachers.
- Committing malicious actions, including but not limited to:

- Actions that contradict the laws of the Republic of Kenya, applicable foreign laws, and good morals.
- Content that is obscene, pornographic, offensive, racist, or otherwise violates norms of morality and good morals.
- Content containing threats to the life and/or physical integrity of a person.
- Violation of others' intellectual property rights.
- Violation of others' property and non-property rights.
- Content containing junk mail, spam, chain letters, pyramid schemes, or any other form of advertising without explicit consent from the merchant.
- Content containing computer viruses, Trojan horses, or other malicious programs that hinder or could hinder the normal operation of computer systems.

SoftUni Kenya reserves the following rights:

- Not to enroll students in certain or all training courses.
- To exclude students from training courses.

Termination

SoftUni Kenya reserves the right to terminate or suspend your account and access to the platform at any time, without notice, for conduct that it believes violates these Terms of Use or is harmful to other users of the platform.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of Republic of Kenya without regard to its conflict of law principles.

Contact Information

If you have any questions or concerns about these Terms of Use, please contact us at contact@softuni.ke

Thank you for choosing SoftUni Kenya. We look forward to supporting your journey in software development.