

EXAM PREPARATION SERVICES TERMS OF SERVICE

Please read these Terms of Service ("Terms", "Terms or Service") carefully before using the Website(www.revision4exams.co.ke), operated by **Exam Preparation Services** ("us", "we", or "our").Your access to and use of the service 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 service. By accessing or using the Service, you agree to be bound by these terms. If you disagree with any part of the terms then you may not access the Service.

Terms of Service

By using and participating in the site, you acknowledge that you have read the terms of service and agree that the terms of service constitute a binding legal agreement between the user ("you") and Exam Preparation Services .If you do not agree with these terms of service, you must not use this website or any other service provided by Exam Preparation Services.

The terms of service apply to the services from any of the access points (revision4exams.co.ke) and its and its related subdomains ("Site" or "Sites") as well as any other service ("Service") operated, owned, managed and administered by Exam Preparation Services.

1. Restrictions

1.1 Age

If you are under 13, please do not use any of the services provided on the site by Exam Preparation Services .Also, please do not attempt to register for membership or send any information about yourself, including your name, address, telephone number, or email address. If in the event we unknowingly gather information from a child under the age of 13, we will delete that information immediately.

2. Use of this Website

2.1 Available Files

Exam Preparation Services does not guarantee that videos or files available for viewing through the site will be free of contaminating or damaging code such as viruses, trap doors and the like. Exam Preparation Services does not endorse content, nor warrant the accuracy, completeness, correctness, timeliness or usefulness of any opinions, advice, content, services, or merchandise provided through the service or on the internet generally.

Accuracy and Purpose of Educational Content

The content is not intended to be a substitute for professional lecturers and educators. The content is created by CPA professionals ,Teachers ,and Accounting & Financial consultants, and while best efforts are made to ensure its accuracy, Exam Preparation Services does not take responsibility if information isn't deemed to be accurate by the related examination bodies.

Exam Preparation Services should be used as an aid to exam revision. Reliance on any information appearing on the Exam Preparation Services' site is strictly at your own risk and should always be checked with the information provided by the related examination bodies (Kasneb) and approved colleges to deem its accurateness and validity.

Exam Preparation Services is not liable or responsible in any way, if you incorrectly answer a question in an assignment, exam or any form of formal testing administered by a college or state examinations by using a method or answers on this site which does not correspond to the method or answers taught at college or required by the examination bodies.

It is the student's responsibility to ensure that the methods and procedures for answering questions taught on the site correspond to that which is taught at the College you attend.

The content of the Revision4exams.co.ke site is intended for educational /learning purposes only. Such content is not intended to, and do not, constitute legal, professional, medical, psychological, therapeutic or healthcare advice or diagnosis or counselling, and may not be used for such purposes.

2.3 Prohibitions

When using this website, you agree not to:

- Modify, download, reproduce, copy or resell the Exam Preparation Services site's content or any other service offered by revision4exams.co.ke.
- Commercially use this site, the content or any portion derivative thereof.
- Bypass any revision4exams.co.ke sites' measures used to prevent or restrict access to any portion of the Exam Preparation Services site or any other service operated, owned and managed by Exam Preparation Services.
- Interfere with or damage in any way the operation of the site, by any means, including uploading viruses, adware, spyware, worms, or other malicious code.
- Use any robot, spider, data miner, crawler, scraper or other automated means to access the site to collect information from or otherwise interact with the site.
- Reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the site, Facebook or any related webhosted service administered, managed and owned by Exam Preparation Services. The sole exception to this prohibition is where such activity is expressly permitted by applicable law.
- Use the site, Facebook or any other related service unlawfully, which could damage, disable or impair the site.
- Use the website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy.
- Collect contact information from the site, Facebook or any other related service administered, managed and owned by Exam Preparation Services(revision4exams.co.ke)

for the purpose of sending emails, unwarranted messages or for the benefit of any third party.

- Modify or create derivatives of any part of the site, Facebook or any other service administered, managed and owned by revision4exams.co.ke
- Post, upload or distribute any defamatory, slanderous or inaccurate user content or any other form of content.
- Post, upload or distribute any user content that is unlawful, offensive, pornographic, harassing, threatening, racist, hateful or otherwise inappropriate.
- Impersonate any person or entity, falsely state or otherwise misrepresent yourself and your age, or create a false identity on the site, Facebook page or any other service.
- Use or attempt to use another member's account. Under no circumstance will this be permitted.
- Delete, remove or obscure any copyright or other proprietary notices on the site, Facebook or any other service.
- Upload, post, transmit or otherwise make available any unsolicited offers, advertisements, proposals or send junk mail or spam to other users of the website. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.
- Upload, post, transmit, share, store or otherwise make publicly available any private information of any third party, including addresses, phone number, email addresses, credit card numbers etc.
- Solicit personal information from anyone under 18 or solicit passwords or personal information for commercial or unlawful purposes.
- Upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, viruses, malware, bots, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.
- Upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the site, or the Facebook application, or which may expose the Company or its users to any harm or liability of any type.

2.4 No Guarantee of Exam Outcomes

In no way does Exam Preparation Services /Revision4exams.co.ke guarantee any outcome in formal academic testing, or that the material which appears on the website is exhaustive in the relevant subject matter.

3. User Accounts (Members)

3.1 Registration

For every subject offered on the site, a certain percentage of the revision content will be available for free viewing without requiring any form of membership.

To be able to access additional revision content, you will be required to register to become a member ("member") of the site. In order to register you will be required to provide valid and correct information for the following:

- Full name
- Email address
- Phone number
- Password

The information you provide must be true, accurate, current and complete. If the original information provided upon initial sign up changes after this time, it is your obligation to update and correct it. If any information provided by you is not true, accurate, current or complete, Exam Preparation Services maintains the right to terminate your membership and refuse any current or future access or use of this site.

When selecting a password, for your own security you should choose a combination of lower case, uppercase, number and symbols (for example, Zr1xGe\$3). Please ensure you select a password unique for your revision4exams.co.ke account. Avoid choosing obvious words or dates such as a nickname or your birth date. Please exercise maximum caution to keep your user name and password confidential and log-off from the website when your session is complete to prevent unauthorized access to your information. If your user name or password is subject to unauthorized access, you should immediately inform Exam Preparation Services via contact details provided on the website.

3.2 Member Profile

Once Exam Preparation Services has received your information you will be sent a confirmation email confirming your membership of the site. You will have your own member's profile and page, which will contain any details of your purchases, your account settings as well as a list of suggested subjects which will be generated based on the subjects you already own.

3.3 Termination

Exam Preparation Services may terminate or suspend with immediate effect and without notice your access to and use of this website and your membership if we:

- Do not receive payment; or
- Believe you have shared your account with another student, person or entity. Exam Preparation Services is able to monitor your usage of the service including your IP address, membership ID and any activity, and will use this information to draw a conclusion as to whether you have shared your account; or
- Reasonably believe that you have breached any of these Terms of Service; or
- Are unable to verify the accuracy or validity of any information provided by you; or
- Suspects fraudulent, abusive or illegal activity by you.
- Furthermore, Exam Preparation Services may conclude which will result in termination even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded. At any point if Exam Preparation Services deems user conduct to be unsuitable, the company may, of its own volition, choose to terminate any license or permission previously granted to a user. You may cancel your membership at any time but under no circumstances will Exam Preparation Services provide a refund of any payment(s).

4. Dealing with Third Parties

4.1 Dealing with Third Parties

Exam Preparation Services is not associated with or an agent of any third party or party named or linked on the site and therefore does not have any authority for such third parties. Exam Preparation Services maintains no jurisdiction, endorsement, responsibility or liability for any content, products, advertising or other resources available from such third parties. By agreeing to these terms of service, you agree that Exam Preparation Services (and our officers, directors and employees) have no liability to you in relation to any dispute you may have with a third party.

4.2 Relationship of Exam Preparation Services and Ministry of Higher Education, Science & Technology Professional Examinations Bodies (Kenya)

www.revision4exams.co.ke is managed by Exam Preparation Services, a registered company in Kenya that acts solely and entirely independently from the Kenya Government Ministry of Higher Education, Science & Technology and related Professional Examinations Bodies (i.e. KASNEB, KNEC, NITA, etc.). Exam Preparation Services and the Kenya Government Ministry of Higher Education, Science & Technology and related Professional Examinations Bodies on the site share no formal contract, affiliation, endorsement or association with each other. In no way do the Kenya Government Ministry of Higher Education, Science & Technology and related Professional Examinations Bodies engage in quality control, manage or check any of the accurateness of any of the content available. As previously mentioned in Clause 2.2, reliance on any information

appearing on the Exam Preparation Services (Revision4exams.co.ke) site is strictly at your own risk.

5. Copyright

By agreeing to these terms of service, you acknowledge that all the content and information provided on the site or through any of the services, contained in any advertisements, sponsorships, or presented to you by Exam Preparation Services is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. This applies to all the content and information, including but not limited to text, software, music, sound, photographs, graphics, video or other material defined as content. Except as expressly authorized by Exam Preparation Services, you agree not to copy, reproduce, download, modify, translate, publish, broadcast, transmit, distribute, publish, edit, adapt, upload, share, display, license, sell or otherwise exploit for any purposes whatsoever any content or third-party submissions or other proprietary rights owned by you.

Exam Preparation Services reserves all rights to the content not expressly granted in these terms of service. Exam Preparation Services products, services and related documentation are provided "as is" and without any warranty of any kind either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. No information, whether oral or written, obtained by you from us through the service shall create any warranty, representation or guarantee not expressly stated in these terms.

Exam Preparation Services does not represent or warrant that the service will be uninterrupted or error-free, that defects will be corrected, or that the service or the server that makes it available, are free of viruses or other harmful components.

Exam Preparation Services does not warrant or represent that the use or the results of the use of the materials available through the service, from third parties or a linked site will be correct, accurate, timely, reliable or otherwise.

In jurisdictions that do not allow the exclusion of implied warranties and representations, Exam Preparation Services' liability shall be limited to the greatest extent permitted by law. Under no circumstances will Exam Preparation Services be liable for any loss or damage caused by a user's reliance on information obtained through the service, from third parties (such as experts or others) or a linked site, or user's reliance on any product or service obtained from a third party or a linked site. Use of this service is at the users' sole risk.

7. Limitation of Liabilities

In no event shall Exam Preparation Services, its parents, subsidiaries, affiliates, officers, directors, shareholders, employees or our suppliers be liable for any indirect, special, incidental, consequential, punitive or exemplary damages (including but not limited to loss of business, profits, data, use, revenue or other economic advantage), arising out of or in connection with our service, our services or the terms based on any theory, even if advised of the possibility of such damages. The negation of damages set forth above is fundamental for the basis of the bargain

between us and you. The service and the information would not be provided without such limitations. In no event will our liability, and the liability of our parents, subsidiaries, officers, directors, employees, and suppliers, to you or any third parties in any circumstance exceed the amount of fees you pay to Exam Preparation Services in the 12 months prior to the action giving rise to liability. You and Exam Preparation Services agree that any cause of action arising out of or related to this service must commence within six (6) months after the cause of action arose (except for causes of action arising out of users' responsibilities in the indemnification section below); otherwise, such cause of action is permanently barred.

8. Amendment to these Terms of Service

Exam Preparation Services reserves the right, at our discretion, to change, modify, add or remove portions of the terms of service at any time. In the event these terms are altered, Exam Preparation Services will post the amended terms of service on the site and changes will apply from the date of posting. If after the terms of service and/or the Privacy Policy have been altered and you do not agree to their terms, you must stop using the site.

9. Site Maintenance

Whilst Exam Preparation Services will try to provide you with uninterrupted access to this Website (www.revision4exams.co.ke) and its Services, Exam Preparation Services may need to withdraw, modify, discontinue or temporarily or permanently suspend one or more aspects of this Website where Exam Preparation Services has a legal, technical or other good reason to do so (including technical difficulties experienced by the Company or any Internet infrastructure). However, Exam Preparation Services will try, wherever possible, to give reasonable notice of its intention to do so. Exam Preparation Services reserves the right to withhold, remove and/or discard any content available as part of your account, with or without notice at any time.

10. Indemnity

You agree to indemnify and hold Exam Preparation Services, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on or through the Service causes Exam Preparation Services to be liable to another.