

# M-PREP INC. TERMS OF SERVICE

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PLEASE READ THESE TERMS OF SERVICE (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY M-PREP INC. (“COMPANY”). BY VISITING THE WEBSITES OR USING THE SERVICES OF THE COMPANY IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU HAVE NO RIGHT TO USE ANY WEBSITES OR SERVICES. USE OF THE WEBSITES OR SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. FOR CLARITY, THIRD PARTY SOFTWARE MAY BE AVAILABLE VIA COMPANY WEBSITES OR SERVICES (“THIRD PARTY SOFTWARE”). SUCH THIRD PARTY SOFTWARE IS BEING PROVIDED BY SUCH THIRD PARTY AND NOT BY COMPANY, AND COMPANY HAS NO RESPONSIBILITY THEREFOR. IN ADDITION TO THE TERMS OF THIS AGREEMENT WITH RESPECT TO THIRD PARTY SOFTWARE, YOUR DOWNLOAD OR USE OF SUCH THIRD PARTY SOFTWARE SHALL BE GOVERNED BY THE TERMS OF ANY AGREEMENT BETWEEN YOU AND SUCH THIRD PARTY.

## 1. ACCESS TO THE SERVICES

Eneza Education Limited, a Kenyan company is a subsidiary of M-Prep Inc. The [enezaeducation.com](http://enezaeducation.com), [mprep.it](http://mprep.it) and [mprepkenya.com](http://mprepkenya.com) websites and domain names and all other websites and domain names affiliated with M-Prep Inc, and any other linked pages, features, content, or application services offered from time to time by M-Prep Inc in connection therewith (collectively, the “Website”) are owned or operated by M-Prep Inc. or one of its subsidiaries. Subject to the terms and conditions of this Agreement, M-Prep Inc may provide certain services through the Website (the “Services”), as described more fully on the Website. You may only use the Services for your internal, non-commercial, educational use. The term “Services” shall include, without limitation, any service M-Prep Inc or one of its subsidiaries performs for you and the content offered by M-Prep Inc on the Website. M-Prep Inc may change, suspend or discontinue all or any part of the Services at any time. M-Prep Inc also may impose limits on certain features and services or restrict your access to parts or all of the Services without notice

or liability. M-Prep Inc reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending you a notice via email. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services or the Website following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

You represent and warrant to M-Prep Inc that: (i) you are of legal age to form a binding contract (or, if you are a minor, you have your parent's permission to use the Services, and your parent has read and agrees to this Agreement on your behalf); (ii) all registration information you submit is accurate and truthful; (iii) you will maintain the accuracy of such information; (iv) if you are accepting this Agreement on behalf of an institution, company or other legal entity, you have the authority to bind that institution, company or legal entity to this Agreement. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

## 2. USE BY CHILDREN

M-Prep Inc collects limited personal information from minor students, but only where that student's school, school authority, and/or teacher has contracted with M-Prep Inc to collect personal information from students for the use and benefit of the learning environment. M-Prep Inc requires schools, school authorities and/or teachers to obtain parental consent from students' parents before collecting any such personal information. If you are a student, please do not send any personal information about yourself to us, other than what we request from you when you sign up for the Services. In the event that we learn that we have collected personal information from a student without parental consent being obtained by his or her school, school authority, and/or teacher, or if we learn a student has provided us personal information beyond what we request when he or she signs up for the Website, we will delete that information as quickly as possible. If you believe that a student may have provided us personal information beyond what is requested when signing up for the Website,

or that a student's school, school authority, or teacher has not required parental consent prior to our collection of any personal information, please contact us at [info@enezaeducation.com](mailto:info@enezaeducation.com)

### 3. ADDITIONAL TERMS

For information regarding M-Prep Inc's treatment of personally identifiable information, please review M-Prep Inc's current Privacy Policy which is hereby incorporated into this Agreement by reference.

If you are a student, the following terms also apply to you:

i. You must get your parent or guardian to read this Agreement before using the Website.

ii. You will only register for and access the Services as a student registrant

iii. You will only access the Services using the access code given to you by your teacher

3. If you are accessing the Services on behalf of a school or district, the following terms also apply to you:

i. You are responsible for understanding how any Third Party Software that you install on behalf of yourself or other users may collect and use information of users of the M-Prep Inc's Services, and you must also obtain Consent from all parents whose children will be using any such Third Party Software that you install. When obtaining Consent, you must provide parents with a copy of our Privacy Policy. You must keep signed Consents on file and provide them to M-Prep Inc upon our request.

ii. You will only grant access codes to teachers and staff members who are current employees of your school or district. Upon termination of a teacher or other staff member's employment with you, you will require such individual to return and cease using all access codes he or she has in his or her possession. If at any time you learn a user of the Services claims to be affiliated with your school or district who is not, in fact, affiliated with your school or district, you will notify M-Prep Inc immediately.

4. If you are accessing the Services as a teacher, the following terms also apply to you:

i. You represent and warrant that you have permission from your school and/or district to enter into this Agreement and to use the Services as part of your curriculum. You further represent and warrant that you are entering into this Agreement on behalf of your school and/or district, and that you have authority to bind your school and/or district to the terms of this Agreement.

ii. You are responsible for understanding how any Third Party Software that you install on behalf of yourself or other users may collect and use information of users of the M-Prep Inc's Services, and you must also obtain Consent from all parents whose children will be using any such Third Party Software that you install. When obtaining Consent, you must provide parents with a copy of our Privacy Policy. You must keep signed Consents on file and provide them to M-Prep Inc upon our request.

5. If you are accessing the Services as an Educational Company, the following terms also apply to you:

M-Prep Inc may allow you to create a "Company Page," where you may post content about yourself. You understand that any content you post to this page will be considered User Submissions for the purposes of this Agreement. If you are accessing the Services as a parent, the following terms also apply to you:

i. You will only use the parent code(s) provided to you by your child or children's teacher(s). You agree not to use any access code to access the account or information about anyone other than the child for whom the access code was provided.

ii. You understand that your acceptance of this Agreement indicates that you are agreeing to these terms both on your own behalf as well as on behalf of your child or children who use the Website. Children under 18 must not use the Website, however, until after a parent has accepted this Agreement on their behalf.

#### 4. WEBSITE CONTENT

The Website and its contents are intended solely for the personal, non-commercial use of Website users and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Website

(including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the “Content”)) are protected by copyright and other intellectual property laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The Website is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section 4), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You may download or copy the Content (and other items displayed on the Website for download) for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content in any form. Copying or storing of any Content other than personal, noncommercial use is expressly prohibited without prior written permission from M-Prep Inc or from the copyright holder identified in such Content’s copyright notice. You shall not link to the Website without M-Prep Inc’s prior written consent, except in accordance with the terms of this Agreement.

In the course of using the Services, you and other users may provide information which may be used by M-Prep Inc in connection with the Services and which may be visible to certain other users. You understand that by posting information or content on the Website or otherwise providing content, materials or information to M-Prep Inc or in connection with the Services (collectively, “User Submissions”), M-Prep Inc hereby is and shall be granted a non-exclusive, worldwide, royalty free, perpetual, irrevocable, and transferable right to utilize and exercise all rights with respect to such User Submissions (including all related intellectual property rights) in connection with the Website, the Services, and M-Prep Inc’s (and its successors and assigns) business, including without limitation for promoting and redistributing part of all of the Website (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party website); however,

M-Prep Inc will only share your personally identifiable information in accordance with M-Prep Inc's current Privacy Policy.

You also hereby do and shall grant each user of the Services a non-exclusive license to access your User Submissions through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services (including without limitation any functions that limit other users' ability to see the information in your M-Prep Inc user profile) and under this Agreement. Furthermore, you understand that M-Prep Inc retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you, subject to the terms of this Agreement. For clarity, the foregoing rights granted to M-Prep Inc do not affect your ownership of or right to grant other non-exclusive licenses to the material in your User Submissions, unless otherwise agreed in writing.

You understand that M-Prep Inc will not be liable for any errors or omissions in any content. You understand that M-Prep Inc cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, M-Prep Inc cannot guarantee the authenticity of any data, which users may provide about themselves. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. With respect to any particular Third Party Software, the licenses above in this paragraph are limited by any contrary terms of (a) the applicable Publisher Agreement entered by M-Prep Inc and the third party publisher of such software and (b) the applicable End User License Agreement entered (via the Website) between the third party publisher of such software and the user of such Software.

Under no circumstances will M-Prep Inc be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

## 5. YOUR WARRANTY

You warrant, represent and agree that you will not contribute any information or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or

regulation; (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password. M-Prep Inc reserves the right to remove users or Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if M-Prep Inc is concerned that you may have breached the immediately preceding sentence), or for no reason at all.

## 6. RESTRICTIONS

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any M-Prep Inc user. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure. Further, the use of manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services. You may not transfer your account to anyone without express prior written consent of M-Prep Inc.

## 7. WARRANTY DISCLAIMER

M-Prep Inc has no special relationship with or fiduciary duty to you. You acknowledge that M-Prep Inc has no control over, and no duty to take any action regarding: which users gains access to the Services; what Content you accesses via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release M-Prep Inc from all liability for you having acquired or not acquired Content through the Services. The Services may

contain, or direct you to websites containing, information that some people may find offensive or inappropriate. M-Prep Inc makes no representations concerning any content contained in or accessed through the Services, and M-Prep Inc will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. M-Prep Inc makes no representations or warranties regarding suggestions or recommendations of services or products (including Third Party Software provided by publishers) offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) the Services are provided “AS IS” without any warranty of any kind from M-Prep Inc or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product. THE SERVICES, CONTENT, WEBSITE AND ANY SOFTWARE ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL COMPANY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM YOUR USE OF THE WEBSITE OR SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### 9. REGISTRATION AND SECURITY

As a condition to using Services, you may be required to register with M-Prep Inc and select a password and user name (“M-Prep User ID” or “Eneza ID”), or you may be permitted to register a school “subdomain” within the Website (“M-Prep Inc Subdomain”). You shall provide M-Prep Inc with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account and/or all



accounts associated with your M-Prep Inc Subdomain. You may not select or use as a M-Prep Inc User ID a name of another person with the intent to impersonate that person or use as an M-Prep Inc User ID a name subject to any rights of a person other than you without appropriate authorization, nor may you select or use an M-Prep Inc Subdomain that you do not have the right and authorization to use. M-Prep Inc reserves the right to refuse registration of or cancel an M-Prep Inc User ID or M-Prep Inc Subdomain in its discretion. You shall be responsible for maintaining the confidentiality of your password.

## 10. INDEMNITY

You will indemnify and hold M-Prep Inc, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

## 11. FEES AND PAYMENT

Access to the basic Service is agreed upon by an M-Prep Inc Team Member or through our autopayment system. You may be required to pay for certain special features or premium Content, including without limitation Third Party Software.

Third Party Software is offered by third party companies ("Third Party Companies"); though M-Prep Inc has no responsibility for Third Party Software. You will be required to agree to an end user license agreement with each Publisher from whom you receive Third Party Software, and such terms will govern the relationship between you and the Publisher.

## 12. THIRD PARTY WEBSITES AND SERVICES

The Services may contain links or connections to third party websites or services that are not owned or controlled by M-Prep Inc. When you access third party websites or use third party services (including, without limitation, your use of Third Party Software), you do so at your own risk. M-Prep Inc encourages you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize. M-Prep Inc has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party

websites or by any third party that you interact with through the Services. In addition, M-Prep Inc will not and cannot monitor, verify, censor or edit the content of any third party site or service (including without limitation the Third Party Software). By using the Services, you expressly relieve and hold harmless M-Prep Inc from any and all liability arising from your use of any third party website or service. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties (including without limitation Publishers). You agree that M-Prep Inc shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that M-Prep Inc is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release M-Prep Inc, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service.

### 13. TERMINATION

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services or your account at any time by contacting us at [info@enezaeducation.com](mailto:info@enezaeducation.com). M-Prep Inc may suspend or terminate your access to the Services, Website or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture and destruction of all information associated with your membership. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

### 14. MISCELLANEOUS

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. M-Prep Inc shall not be liable for any failure to perform its obligations hereunder where such

failure results from any cause beyond M-Prep Inc's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with M-Prep Inc's prior written consent. M-Prep Inc may transfer, assign or delegate this Agreement and its rights and obligations without consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof.

#### 15. COPYRIGHT DISPUTE POLICY

M-Prep Inc has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at <http://www.copyright.gov/legislation/dmca.pdf>). It is M-Prep Inc's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders. Once Proper Bona Fide Infringement Notification is Received by a Designated Agent:

It is M-Prep Inc's policy:

to remove or disable access to the infringing material;

to notify the content provider, member or user that it has removed or disabled access to the material; and

that repeat offenders will have the infringing material removed from the system and that Eneza Education will terminate such content provider's, member's or user's access to the Services

#### 17. CONTACT

If you have any questions, complaints, or claims with respect to the Services, you may contact us at [info@enezaeducation.com](mailto:info@enezaeducation.com) or +254 704 306165

Effective: 27 May 2013