# **Terms and Conditions**

**Effective Date:** 1/11/2025

Welcome to **EduSens Africa** (“EduSens,” “we,” “our,” or “us”).  
These Terms and Conditions (“Terms”) govern your access to and use of our website, platform, mobile applications,social media platforms and all related services, including AI career guidance, career education programs, and job-shadowing opportunities (collectively, the “Services”).

By accessing or using our Services, you agree to these Terms. If you do not agree, please do not use our Services.

## **1. Eligibility & Parental Consent**

1. EduSens Services are designed for **students in junior secondary,senior secondary and above**.
2. **Parental or legal guardian consent is mandatory** for any student under 18 years to register or participate.
3. Parents/guardians have the right to monitor their child’s account and participation at any time.
4. By registering a student, the parent/guardian confirms they have full authority to consent and provide necessary information on behalf of the minor.

## **2. Registration & Account Security**

1. Users (or parents/guardians on the behalf of minors) must create an account with accurate and complete details.
2. You are responsible for maintaining the confidentiality of login credentials and for all activities under your account.
3. Notify EduSens immediately if you suspect unauthorised use of your account.
4. EduSens may suspend or terminate accounts for breach of these Terms or for misuse of the platform.

## **3. Description of Services**

EduSens provides:

* **AI Career Guidance:** personalised career assessments and recommendations using AI algorithms.
* **Career Education:** online learning modules, workshops, and resources to support career development.
* **Job Shadowing:** opportunities for students to observe professionals in real workplaces, subject to availability and parental consent.

EduSens reserves the right to update, modify, or discontinue Services (or any part of them) with reasonable notice.

## **4. Fees & Payments**

1. Our Services may require payment. Fees, if any, will be clearly communicated.
2. All fees are quoted in **Kenya Shillings (KES)** and are subject to applicable taxes.
3. Payments are non-refundable except as required by Kenyan consumer protection law or as stated in our refund policy.

## **5. User Responsibilities**

1. Use the Services only for lawful, educational, and non-commercial purposes.
2. Do not:  
   * Upload false, harmful, or infringing content
   * Attempt to gain unauthorised access to the platform or interfere with its operation
   * Misuse any AI outputs for discriminatory or harmful purposes
3. Parents/guardians agree to guide and supervise their child’s use of the Services.

## **6. Content Ownership & Intellectual Property**

1. EduSens owns all intellectual property rights in the platform, content, and materials, unless otherwise stated.
2. You are granted a **limited, non-exclusive, non-transferable license** to use the Services for personal, educational purposes only.
3. You retain ownership of content you upload but grant EduSens a non-exclusive license to use it for delivering Services.

## **7. Job Shadowing Disclaimer**

1. Job shadowing involves external organisations. EduSens will take reasonable steps to ensure a safe environment but is not liable for acts or omissions of host organisations beyond our control.
2. Parents/guardians must sign any additional waivers or consent forms required by host organisations.
3. Students and parents must follow all safety and conduct guidelines provided.

## **8. Data Protection & Privacy**

1. EduSens complies with the **Kenya Data Protection Act, 2019** and related regulations.
2. We collect and process personal data as described in our **Privacy Policy**, which forms part of these Terms.
3. Parents/guardians have the right to access, correct, or request deletion of their child’s data.
4. By using the Services, you consent to such data processing.

## **9. Communication & Marketing**

1. By registering, you agree to receive essential service communications (e.g., program updates, safety notices).
2. Marketing messages will be sent only with consent and can be opted out at any time.

## **10. Third-Party Links & Services**

Our platform may contain links to third-party websites or integrate with third-party tools. EduSens is not responsible for the content, policies, or practices of these third parties. Access is at your own risk.

## **11. Limitation of Liability**

1. To the extent permitted by Kenyan law, EduSens will not be liable for:  
   * Indirect or consequential damages
   * Loss of data, profits, or business opportunities
   * Events beyond our reasonable control (e.g., internet outages, third-party failures)
2. EduSens provides Services “as is” and does not guarantee that AI outputs are error-free or that specific career outcomes will result.

## **12. Indemnity**

You (and the parent/guardian, where applicable) agree to indemnify and hold harmless EduSens, its staff, and partners from claims, damages, or expenses arising from your violation of these Terms or misuse of the Services.

## **13. Suspension & Termination**

EduSens may suspend or terminate accounts if:

* You breach these Terms
* Required parental consent is withdrawn
* Use of Services poses a risk to minors, the platform, or violates Kenyan law

Upon termination, your right to use the Services ceases immediately, but obligations related to payments, confidentiality, and indemnity survive.

## **14. Complaints & Dispute Resolution**

1. Questions or complaints can be sent to **info@edusensafrica.com**
2. We aim to resolve disputes amicably.
3. If unresolved, disputes will be governed by the laws of Kenya and subject to the **exclusive jurisdiction of the Kenyan courts**.

## **15. Amendments**

EduSens may update these Terms from time to time. Material changes will be communicated through our website or email. Continued use after changes means you accept the updated Terms.

## **16. Contact**

EduSens Africa  
Email: info@edusensafrica.com  
WhatsApp: +254790966319

### **Acknowledgement**

By accessing or using EduSens Africa’s Services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.