

Terms of Service

Welcome to Klosanow, an edtech web application that empowers teachers to create pre recorded video lessons for learners to watch on the platform. These terms and conditions, privacy policy including any other guidelines and future modifications constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you), and Klosanow, concerning your access to and use of the Services. You agree that by accessing our Services (Website and Web App), you have read, understood, and agreed to be bound by all of these terms outlined and our privacy policy. IF YOU NOT AGREE WITH ALL OF THESE TERMS AND PRIVACY POLICY, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Minimum Age

You must be at least 13 years old before you can use this service. If you are below this age, your parent or guardian must review this document and grant their permission before using the service.

Account Creation

To use the Service, you must set up an account with Klosanow by providing your contact details. You confirm, recognize, and consent to the following when creating your account on Klosanow:

You are required to give Klosanow correct, accurate and complete information when creating your account, and you agree to keep your account information up to date. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password. You agree not to share your account or Login Credentials with any other person or entity. You also agree not to let any other person or entity access or use your account. When creating or using your account, you may not select or use the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself. You may not transfer your account to anyone without the express prior written consent from Klosanow.

In the event of an inappropriate use of your account, we may take necessary action including disabling or suspending your account and, if we do, you agree not to create another account without our permission.

Licence

You retain the rights to any content that you post on or through our Service, and you control who can view your content and how it is shared through with other users.

In the course of using our Service, you may create, upload, or post content, including videos, photos, audio, drawings, graphics, text, data, and other information (collectively, the "User



Content"). When you post User Content to our Service, you grant Klosanow, a sub-licensable, royalty-free, fully-paid, worldwide license to host, use, distribute, reproduce, modify, publish, transmit, prepare derivative works of, publicly perform and display your User Content (consistent with your privacy settings), including without limitation for promoting and redistributing part or all of our Service (and derivative works thereof) in any media formats and through any media channels. Because your User Content may be viewed or accessed by other Klosanow users, you also hereby grant each user of the Service a non-exclusive license to access your User Content through the Service, and to view such User Content solely for personal, non-commercial purpose.

You represent and warrant, and can demonstrate to Company's full satisfaction upon request that you (i) own or otherwise control all rights to all content in your User Content, or that the content in your User Content is in the public domain, (ii) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any content in your User Content to use such content as contemplated by these Terms and to grant the license rights set forth above, (iii) you have the permission to use the name and likeness of each identifiable individual person and to use such individual's identifying or personal information as contemplated by these Terms; and (iv) you are authorized to grant all of the aforementioned rights to the User Content to the Company and all users of the Service.

You represent and warrant that the use of such User Content and use by users of the Site and Service as contemplated by this Agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

The above licenses granted by you in User Content you post to the Service terminate within a commercially reasonable time after you delete your User Content from the Service. When you remove or delete User Content from the Service, you understand and agree, however, that Klosanow may retain, but not display, distribute, or perform, server copies of your User Content that have been removed or deleted.

Content Creation and User Conduct

You will only use the Service as permitted by law.

You will not post unauthorized commercial communications (such as spam or advertisements) on or through the Service.

You will not collect users' content or information, or otherwise access the Service, using



automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.

You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.

You will not upload viruses or other malicious code, files or programs.

You will not share your account or Login Credentials with any other person or entity.

You will keep your Login Credentials confidential and agree not to let any other person or entity access or use your account.

You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.

You will not collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable laws or regulations.

You will not post, share or otherwise make available to the community content that is protected by copyright or applicable intellectual property laws and whose dissemination has been prohibited by its legitimate proprietor.

You will not bully, intimidate, or harass any user or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.

You will not post content that: is hate speech, discriminating, threatening, or pornographic or sexually explicit, incites violence, or contains graphic or gratuitous violence, or political propaganda.

You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.

You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.

You will not use the Service in any commercially unreasonable manner or in any manner that would disparage Klosanow.

You will not impersonate a Klosanow employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.

You may not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the



Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

We do not guarantee that any Content or User Content will be made available on or through the Service. We may not monitor or control the Content posted via the Service and, we cannot take responsibility for such Content. However, Company reserves the right to (i) remove, edit or modify any Content in its sole discretion, including without limitation any User Content, from the Site or Service at any time, without notice to you and 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 Company is concerned that you may have violated the Terms of Use), or for no reason at all and (ii) to remove or block any User Content from the Service.

You shall be solely responsible for your activity in connection with the Service and the consequences of submitting and publishing your User Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish User Content you submit; and you license to Company all patent, trademark, trade secret, copyright or other proprietary rights in and to such User Content for publication on the Service pursuant to these Terms. You can be held personally liable and legally responsible if your User Content violates the law, is defamatory, obscene, or libelous, violates an obligation of confidentiality, or violates the rights of others.

Third Party Websites

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under Company's control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Company or any association with its operators. 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 the use of or reliance on any such Content, goods or services available on or through any such website or resource.

Modification of Terms

As we work to improve our Service and develop new features that will make Klosanow better, we may need to update these Terms from time to time to accurately reflect our Service and practices. We will attempt to notify you when major changes are made to these Terms. Your continued use of our Service following the posting of any changes to these Terms constitutes



your acceptance of those changes.

Indemnity

You will indemnify, defend, and hold the Company, its parent companies, partners, subsidiaries, affiliates, officers, and employees not responsible for damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service, (ii) your violation of this Agreement (including any failure to obtain or provide any necessary consent and/or violation of applicable laws or regulations), or (iii) the infringement by you or any third party using your account of any intellectual property or other right of any person or entity, including in connection with your User Content.

Disclaimer of Warranties

THE SERVICE (AND ANY ASSOCIATED CONTENT OR SOFTWARE) IS PROVIDED ON AN "AS IS" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE KLOSANOW TECHNOLOGY, SERVICES, AND CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE AFOREMENTIONED, EDPUZZLE DOES NOT ACKNOWLEDGE OR AFFIRM THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

In no event shall Klosanow or its affiliates be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use or inability to use the App. Klosanow's liability, if any, shall be limited to the maximum extent permitted by applicable law.

Applicable Law

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

