

## Our Agreement with You

Terms of engagement for registering on a course with the the School of Pan African Thought Ltd

WE ENCOURAGE YOU TO READ THESE TERMS CAREFULLY, AND TO CONTACT US IF YOU HAVE ANY QUESTIONS. BY USING OUR SERVICES OR REGISTERING FOR A COURSE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR ARE NOT ABLE TO ENTER INTO A BINDING AGREEMENT, THEN YOU MAY NOT REGISTER FOR A COURSE, OR USE OUR SERVICES.

### A. Welcome to the School of Pan African Thought Ltd ('the School').

This agreement sets out the terms and conditions that govern your use of the School 's products and services (including web services and course content), as well as your registration for any course and programmes ("Course") offered by the School.

1. The following words and phrases may be used interchangeably in these Terms, as well as on our website, and/or in our online campus through which the courses are delivered:
  - "course" and "program/programme"
  - "participant", "student" and "learner"
  - "course material", "course content" and "program/programme material"
  - "Tutor" and "Learning Facilitator"
  - "Head Tutor" and "Head Learning Facilitator"
  - "Markers" and "Assessors"
  - "Code of Conduct"
  - "Credential" and "Certificate" and/ or "Badge"
  - "Certificate of Completion", "Certificate of Attendance", "Executive Certificate" and/or "Certificate of Participation"; and
  - "Course Prospectus", "Programme Prospectus", "Program Brochure" and "Course Information Packet" and/or "Course Brochure"
  - "Programme Coordinator" "Programme Lead" "Course Convenor"
2. Although all of the content in these terms are important, please pay particular attention to terms that are emphasised in "bold".
3. By agreeing to these terms, you also consent to the following policies applicable to, and accessible on, our website at [www.panafricanthought.com](http://www.panafricanthought.com), which are incorporated by reference into these terms: our Privacy Policy, Cookie Policy, Website Terms of Use, and any other policy that is made available on our website ("Policies").

4. If your participation in a course is being paid for by a third party, such as a sponsor or your employer ("sponsor"), then you are still bound by all provisions in these terms (including payment provisions), however we may enter into a separate agreement with your sponsor to govern payment for the course on your behalf, as well as to govern the receipt of certain information in relation to your completion of the Course.

## B. Accessing the the School

1. **Acceptance:**  
By clicking on the "I Accept the Terms and Conditions for Students" button when signing up for a Course, you agree to be bound by these "Terms", which include, by reference, the Policies.
2. **Accurate information:**  
All information (including personal information) provided to us on registration, on creating an account, or while accessing the School services and Courses, must be true, accurate and complete. You are also responsible for updating us in the event of a change to your information (for example, your name or address). All personal information will be processed in accordance with our Privacy Policy.
3. **License:**  
Subject to these Terms, and to the payment of any applicable fees, we grant you a limited, personal, non-exclusive, non-transferable and revocable license to use our services and products, including all services associated with our Courses, and the Online Campus through which Course content is accessed.
4. **Suitability of Course:**  
Before registering for any Course, you are responsible for establishing the relevance and suitability of the Course for your individual requirements, through consideration of the information supplied through our Website and the Course prospectus, and asking questions, if necessary.
5. **Commencement of Course:**  
You will only receive confirmation of your registration for a Course, and be allowed access to the Online Campus, once you (or your sponsor) have made the required minimum payment for the Course (unless otherwise specifically stated in the information pack relevant to your Course). There may also be a delay of access to the Course until you are formally enrolled in our records, or until the Course commences as per your selected commencement date.
6. **Minors:**  
You will not be allowed to register for a Course if you are under the age of 16. If you are between the age of 16 and 18, you must obtain the written consent and

assistance of your parent or legal guardian to enter into these Terms and register for a Course.

7. Accessibility statement: the School is committed to providing an online campus that is accessible to the widest possible audience. We are actively working to increase the accessibility and usability of our Website and Online Campuses for all our students, including those with disabilities, as more fully described below:
  - Accessibility requests: If you experience any difficulty in accessing any aspect of the Website or an Online Campus and would like to know more about our accessibility accommodations, please don't hesitate to contact us or speak to your programme lead. The School reviews all requests for disability-related accessibility accommodations and resolves to take commercially reasonable steps to extend an online campus' functionality for all students.

### C. Course requirements

1. Basic requirements:

In order to register in, receive certain support, and complete a Course you must be proficient in English (as well as the language the applicable Course is primarily offered in) and you will need a current valid email account and access to a computer and the internet. You should be familiar with using a computer and accessing the internet, as you may need to be able to read documents in Adobe PDF Reader, view Microsoft PowerPoint presentations, and read and create documents in Microsoft Word.
2. Browser requirements:

We recommend that you use Google Chrome or Safari as your internet browser when accessing an Online Campus. Although this is not a requirement, these browsers are best for ease of access to Course materials.
3. Additional requirements:

Certain Courses may require additional software and resources. These additional software and resource requirements will be communicated to students upon registration and/or at the beginning of the Course. Please note that Google, Vimeo, Zoom, AWS, and Youtube may be used in our Course delivery, and if these services are blocked in your jurisdiction, you may have difficulty in accessing Course content – we strongly recommend that you check with us before registering for a Course if you have any concerns about this affecting your experience. If we include third-party applications ("Third Party Apps") in a Course, you shall accept and agree to be bound by any Third Party Apps terms and conditions attributable to such applications. You are obliged to source and obtain access to the necessary software and resources required for Course completion at your own cost, and we won't be held liable for any consequences of the use of such software or resources. We do not sponsor or endorse, nor are we affiliated with, the entities responsible for software and resources unless expressly stated otherwise – these are simply programs chosen for their global use patterns and effectiveness for the Course outcomes. We may change the Course requirements for a particular Course at any

time by advising you by email to your chosen email address or any other way of communication.

4. Identification:

During the Course presentation, you may be required to verify your identity with an official identity document, which reflects the name provided upon registration, for authentication and record purposes. Acceptable forms of identification include an identity document (national ID card), passport, government- or state-issued driver's license (US and UK only), state or province ID card, or birth certificate. If identification verification is required for your Course, non-submission of valid identification in accordance with standard verification processes will result in either restricted access to parts of the Course, or your Certificate or other Credentials being withheld upon your successful completion of a Course. If you undergo a name change during the presentation of a Course, you will be required to communicate this to your programme lead, who will advise you on the process to be followed. The name provided by you in the identity document that you have submitted will be the name that appears on any credentials that may be issued to you on successful completion of a Course.

5. Education Records:

The School shall have discretion to request that we deny your registration for that Course, remove you from that Course, suspend your activity on that Course, or withhold your credentials upon successful Course completion, on the basis of written reasons related to outstanding fees owing to the School, misconduct or other lawful impediment.

#### D. Course delivery

1. Language:

English is the primary language of instruction and administration for all Courses, and all coursework that is required for assessment purposes must be written in English, unless indicated otherwise. This includes posts made on the discussion forums. Courses offered in a language other than English have been translated from English. When a Course is presented in a different language (e.g., Spanish or French), all coursework that is required must be written in the language of the Course, or in the language identified to you by your tutors (roles discussed below). Further details on the language, and any applicable assessment submission requirements, will be set out in the Course prospectus.

2. Online Campus:

Your Online Campus can be accessed using the "Online Campus" website link provided to you with your registration. All Course-related documentation is provided in electronic format and can be accessed through your Online Campus.

3. Communications:

You may receive communication by telephone, email or text message from the School representatives for Course administration and related purposes, including reminders of assignments and payments due, or other information related to your

registration or these Terms. You agree and consent to receipt of such communications (although you may opt-out of any generic marketing communications that are unrelated to Course administration, at any time, through the supplied opt-out mechanism).

4. Access to the Online Campus:

Upon your successful enrollment for a Course, a profile will be set up for you in the applicable Online Campus (or, if you already have a profile, you will use your existing profile for the new Course). If you are suspended from participation in a Course (for non-payment of fees or any other valid reason), we may suspend access to your profile on the applicable Online Campus. Please note that there may be some time delay between registration and enrollment.

5. Permitted use:

Only students who are registered for a Course may participate in that Course. You shall not divulge your username or password to any other person, permit any other person to participate in the Course on your behalf, and/ or impersonate any other person in dealing with the School or when accessing your Online Campus by using another student's username and password. If you forget your username or password, we will only take such steps that we regard as being secure to ensure that you regain access to your profile.

6. Your responsibility in the event of unauthorised use:

You agree that you will contact us immediately if you experience any unauthorised use of your profile details. You are responsible for the use of your profile in your Online Campus, and for maintaining it and all information on it. We take security seriously, but as the user, you accept all risks of any unauthorised access that could occur regarding your information.

7. Prohibited use:

You are prohibited from doing the following:

- a. Making available copies of the Course content (or any portion thereof) on a network server, web server, or another website, for use/examination by others;
- b. Using, displaying or otherwise making available the Course content (or any portion thereof), or any other materials, to third parties in an electronic or print format that enables it to be downloaded or distributed to any third party via a mobile device, or shared in any peer-to-peer or similar file sharing arrangement, or enabling the distribution of the Course content by any other means;
- c. Sublicensing, reselling, renting, lending, assigning, ceding, donating or otherwise transferring or distributing the Course content or your rights granted to you under these Terms

- d. Reverse engineering, decompiling, or disassembling any software that is contained within Course content or on the Online Campus; and
  - e. Removing any notice of copyright, trademark or any other proprietary right from any place where it is displayed on or embedded in the Course content (an example of this would be to edit the IPTC data).
8. Platform capability:  
Online Campuses may not be fully compatible with all mobile devices, including smartphones and tablets. In order to access and participate effectively in your Online Campus, you may require access to a desktop computer or a laptop computer. You will be responsible for the cost of internet access and of any upgrades required to your computer or mobile device yourself.
9. External websites:  
Certain Courses may require you to use external websites. The School is not responsible for technical support for any external websites. If you have any queries relating to external websites, contact the support services of the relevant websites directly (although you may request assistance from our team through the Online Campus). The School will not be liable for any costs, claims or damages that you may suffer as a result of your use/misuse of, or failure to access, any external website.
10. Videos and live sessions:  
Videos and live sessions (when applicable) are provided in the majority of Course modules. These videos and live sessions act as tutorials and lectures for the topics covered in the specific modules and are compulsory unless otherwise stipulated. If you are using a slower internet connection, attempts to view these videos or live sessions may be difficult.
11. Programme Coordinator:  
Your primary contacts during a Course presentation will be your Programme Coordinator:
- a. The Programme Coordinator will ensure that you have access to Course materials and are supported and well informed about Course happenings. The Programme Coordinator will be available during the Education Institution's business hours by email and on the discussion forum in your Online Campus.
  - b. The School is available to you to handle any administrative or technical queries and offer general support not related to your specific Course.

#### 12. Head Tutor and Tutors/Teaching Fellows:

The Head Tutor and Tutors and Teaching Fellows provide guidance on Course content and academic-related queries on all Courses. Interactions with them occur only on the discussion forum in your Online Campus. They will not be available for queries by telephone but will respond to queries on the discussion forum on such days of the week and during such times as stipulated on your Online Campus. If required, in emergency circumstances, they will be able to support via video calls on zoom or skype. That is at their discretion.

#### E. Course assessments for certain Courses

##### 1. General:

Our Graduate and Master Programmes are based on continuous assessment, and there are no examinations, unless stipulated otherwise for a specific Course.

2. Modules: For all Courses consists of modules that are delivered over a specified period of time through our Online Campus. Modules may include assignments that count towards the final Course result.
3. Assignment submission: Where applicable, assignments are due on the date and time as indicated in the Course calendar or as otherwise indicated by your Programme Coordinator. Usually, you will be given a full week (including the weekend) to complete and submit assignments. If you are not able to meet an assignment deadline, you are required to request an extension in line with the process outlined in the paragraph below. Any queries relating to your previous assignment that will affect the submission of your next assignment should be asked on your Online Campus discussion forum or raised with your Programme lead.
4. Late submission of assignments: To apply for an assignment extension, you must submit a request through your Online Campus prior to the submission deadline of such assignment. Other requirements, processes, and limitations relating to late submission of assignments can be found in the student handbook.
5. Holidays and work trips: Allowances for late submission of assignments may not be made if you are away on holiday or on a work trip. The Course dates are clearly provided to you before a Course commences, and it is your responsibility to ensure that you are able to complete the Course by submitting assignments on time.
6. Assignment rewrites: Rewrites of assignments are not permitted. Courses are based on continuous assessment and because contextual feedback is provided after each assignment, rewrites provide an unfair advantage.

7. Assignment re-marks: For graded Courses you may request, in writing, a re-mark of an assignment at any stage of the Course. However, no re-marks will be considered after the final results have been released. Please note that re-marks may result in an increase, decrease or no change to your mark. A re-mark must be requested in writing to your Programme Lead before the final results have been released for the Course.
  
8. Results: Your provisional result or completion status may be subject to a moderation process. If you have outstanding fees or amounts owing, your result will be withheld until such time as your fees have been settled in full. If you are dissatisfied with your academic standing (provisional result for the Course) you are within your rights to submit an appeal. You can find more information on appeal requirements and the appeals process in the student handbook.

## F. Student conduct

1. General rules:  
All students are required to adhere to the code of conduct outlined in your student handbook, which must be accepted at the orientation stage of each Course. A breach of the code will constitute a breach of this Agreement.
  
2. Handbooks  
Handbooks, rules and other materials speaking to matters such as academic integrity and conduct will be made available through your Online Campus, and you will be obliged to abide by the terms of such additional materials in addition to these Terms.
  
3. Offensive and prohibited content and communications:  
All communications on our forums or through our Websites, including any content published by you, must remain appropriate at all times. The School retains the right to monitor and investigate any communication which is alleged to be offensive or specifically prohibited. The School retains the right to take any action that we deem appropriate to ensure that each Online Learning Campus environment remains constructive. You agree to abide by the provisions of our Website Terms of Use in relation to acceptable use policies, especially in relation to offensive and prohibited conduct. In addition, you undertake not to use the School services to promote any business or enterprise, unless permitted to do so by a representative of the School in writing, or unless this forms part of a Course requirement. To the extent that any person is harmed by your comments, the School shall not be held responsible for your behaviour and you hereby release the School from and indemnify the School against any such liability.
  
4. Plagiarism:  
Plagiarism can be defined as the intentional or unintentional use of another's work without providing reasonable and appropriate credit to the author or source of the

work. The School provides information about plagiarism and how to avoid it in the Online Campus and in the student handbook, however, you must take responsibility for your own academic work.

5. Consequences of Plagiarism:

Plagiarism is an extremely serious offence. If you are found guilty of plagiarism on your submissions (including submissions made on a discussion forum or in your Course assignments), you may receive zero for the relevant submission (where applicable), and as a result may not have credentials issued to you. Repeat instances of plagiarism may result in the immediate termination of your participation in the Course for which you are registered, and you will not be entitled to a refund of any portion of the Course fee.

## G. Pricing, payment and delivery

1. Course fees:

When you register for a Course, you agree to pay the applicable Course fee and such other amounts as may be due by you arising from your participation in the Course. **Course fees may vary based on your location and other factors.** We reserve the right to change any Course fees at any time at our sole discretion. Any change, update, or modification will be effective immediately upon posting to the School website. Furthermore, for certain Courses, you may have additional payment options discussed below.

2. Payment Options:

The School, in its sole discretion, may offer payment plan options, including financing by third parties, to facilitate your payment of select Course's fees. If a payment plan is offered for a Course, such plan(s) will be offered to you during your Course registration process. Furthermore, you have options for how you want to pay your Course fee. You may (i) pay your Course fees in full before the Course starts, (ii) be invoiced for your Course and required to pay the balance by a certain date, or (iii) elect a part-payment plan, if offered. If you elect a third-party part-payment plan, all questions about your payment plan and/or any refunds or cancellation should be sent to the third party administering your part-payment plan.

3. Part-Payment Plan:

The School, in its sole discretion, may offer part-payment plans in certain jurisdictions for certain Courses in certain currencies. If you elect to pay your Course fees via either the School's internal part-payment plan or a third-party part payment plan, you will receive additional terms and information about the applicable plan when you are registering for your Course. When electing a third-party payment plan, you may have to register for such a third party's service on another website and will be directed to such a third party for all questions about Course payment. Once payment for your first instalment is allocated to your student account, your payment plan may not be changed.

4. Tax Invoices in electronic format:

You hereby consent to the receipt of an invoice from the School, which shall be sent

to you in electronic format to the email address that you provided upon registering for a Course. All invoices shall reflect the methods of payment that will be accepted in payment of such invoice.

5. Bank charges:

If any bank charges, wire fees and/or other costs are levied on or added to a payment made by you to us from any country or jurisdiction, you will be liable for all such bank charges, fees and/or additional costs.

6. Payment of VAT and other Taxes:

Any VAT or other applicable taxes payable in addition to the Course fees will be identified in your invoice or information pack and such amounts are your sole responsibility, unless the contrary is stated.

7. Payment reference:

When making payment to us, you must ensure that your payment is correctly made-out and your invoice number (to which the payment relates) is reflected on your payment. We will not be held liable if we are unable to locate your payment, and as a result you are suspended from participation in a Course.

8. Promo codes:

If you have been provided with a promo code and you would like to make use of it when you register for a Course, you will have to indicate this on the School Website when registering for the relevant Course (where indicated), and agree to be bound by the terms and conditions of this promo code. Should you register without utilising the promo code, the promo code will become redundant and you will not be entitled to receive the benefit of the promo code, including a refund of any part of the Course fee, once payment has been received by us. Promo codes are non-transferable and non-refundable.

9. Consequences of non-payment:

If you or your sponsor fail to make the minimum required payment for a Course by the due date for payment (as agreed during registration and recorded in the invoice), then we may, in our sole discretion, remove you from the Course or suspend your participation in the Course. If you are suspended from participation, you will not be permitted to access the applicable Online Campus until such time as we have received the outstanding payment that has fallen due. The party responsible for the payment of the invoice will be given a period of time within which to rectify non-payment and if payment is not made within the given additional period of time, then we may cancel your registration and remove you from the course and you will not be entitled to any refund.

10. Outstanding fees:

If your Course fees are not settled in accordance with any agreed payment terms, you will not receive your final result for your Course, and we will also not issue any letters or Certificates confirming completion of the Course.

#### 11. Dispute:

If there is a dispute about payment of any Course fee (or any portion thereof), or the way in which you use your Online Campus or the Website, we may at our sole discretion suspend your participation in the Course for the period of the dispute.

### H. Cancellations and Postponements

#### 1. Course postponement:

No postponements will be permitted for Courses of 2 weeks or less. If you wish to postpone your participation on a Course you will need to contact your Programme Lead to discuss your request. He or She will consult with you to discuss your request and assist you in reaching an informed decision before confirming your Course postponement. Should you decide to go ahead with your postponement request, you will be required to complete and submit a postponement application form. If your sponsor is your employer, you will not be permitted to postpone your participation in the Course without written approval of your sponsor. Please note that a postponement will only be permitted once and no repeat postponements will be permitted.

#### 2. Cancellation of Course registration:

If you wish to cancel your participation in a Course, you will need to contact your Programme Coordinator to discuss your cancellation request. Your Programme Coordinator will consult with you to discuss your request and assist you in reaching an informed decision. Should you decide to go ahead with your cancellation request, you will be required to complete and submit a **cancellation of registration application form** (which will be provided to you by your Programme Coordinator). If your sponsor is your employer, you will not be permitted to cancel your participation in the Course without the written approval of your sponsor.

#### 3. Refunds for Courses of 6 weeks or less: No refund will be issued for short courses offered by the School.

#### 4. Refunds for Courses of 6 weeks or more: A full refund of the Course fee (or such portion paid to the School or a third-party payment plan provider in terms of a payment plan) will be processed if you complete and submit the 'Change Registration' request form to cancel your participation within 14 calendar days of your Course start date. Thereafter, no refunds will be processed for cancellation of course registration.

If your Course fee has been paid by a sponsor, the refund of the Course fee will be made to your sponsor. If your sponsor is your employer, you will not be permitted to cancel your participation in the Course without the prior written approval of your sponsor, which written approval will need to accompany your cancellation request.

If you have requested a postponement for a Course and thereafter elect to cancel during the presentation to which you have postponed your participation, you will not be entitled to a refund.

5. If you select a third-party part payment plan to pay your Course enrollment fee, all refunds will be processed by the third party administering your party payment plan. You may request your Course cancellation with the School consistent with the terms herein, but all eligible refund payments will come from the third party administering your party payment plan consistent with that third party's terms and conditions for administering your part payment plan (including refunds).
6. Insufficient demand:  
We reserve the right to cancel a Course if there is insufficient demand, as determined by us in our sole and absolute discretion. In this case, you will receive a full refund, but no interest will accrue on any amounts refunded to you and any applicable bank charges will be offset against the refunded amount.

## I. Credentials

1. Certificates:  
A Certificate of completion (if applicable, as described in the applicable Course information pack) will be issued to you in your legal name that you provide to us during the registration process, or pursuant to section 17 (Identification), following your successful completion of a Course in accordance with the stipulated requirements for the award of a Certificate. No Certificate will be issued to you if you have not met the minimum stipulated requirements for the award of a Certificate. If you are found guilty of plagiarism (even for the first offence) and a satisfactory explanation is not given, the School may decide, in its sole discretion, not to issue a Certificate to you. No changes can be made to the standard form or wording of a Certificate for any reason whatsoever. Certificates will be issued in English, unless indicated otherwise inside the Online Campus or in the applicable Course information packet.
2. Physical Certificate delivery:  
If applicable to your Course, the School will courier your physical Certificate to your street address provided to us during the registration process or such other address you have nominated, unless you opt-out of receiving a physical Certificate. The School cannot be held liable if you provide an incorrect address or if no address is given and cannot guarantee the delivery date of and timing of receipt of your Certificate. If your Certificate is not delivered to you within three (3) months from the School issuing you with a tracking code, it is your responsibility to notify the School of the non-delivery. If you opt-out of receiving a physical Certificate you will not be able to request a physical Certificate at a later stage.

3. Nominating a third party address:  
Should you choose to nominate a third party to receive or collect your printed Certificate on your behalf, this will be done at your own risk, and the School won't be held liable for any loss, damage or theft arising from this nomination.
  
4. Certificate return and reroute:  
If a printed Certificate is returned to our offices, you will be contacted and informed of the return. Certificates returned due to being unclaimed by the designated recipient will be re-sent by courier at your written request, and you will be liable for the cost of re-sending the Certificate. Should an incorrect or outdated address be provided by you and a delivery reroute is necessary, you will be held liable for the cost for said reroute.
  
5. Duplicates and Digital Certificates:  
Only digital copies of Certificates will be issued. One physical hard-copy Certificate may be issued to you upon your successful completion of the Course, and no duplicate Certificates will be issued to you or your sponsor.
  
6. Certificate reprints:  
A reprint of your printed Certificate will only be issued to you if your Certificate has been destroyed, irretrievably lost or, not delivered to you at no fault of your own. You will be charged for the courier/shipping fee for the delivery of the reprint, as well as such other fees as determined by the School from time to time, and you will be required to submit satisfactory evidence of the destruction or irretrievable loss of the original Certificate.
  
7. Certificate Errors:  
If you receive your Certificate with a printing error, you are required to notify us as soon as possible, and return it to us before an amended version will be issued to you. We cannot be held liable for printing errors resulting from incorrect personal student information provided to us by you or your sponsor. Any Certificate changes or reprints requested after a three (3)-month period from when you received your Certificate will be charged for.
  
8. Withheld Certificates:

If you are eligible for the award of a Certificate, your Certificate may be withheld by the School or the Education Institution in the following circumstances:

- a. If you are under investigation for academic dishonesty or misconduct and such matter has not been resolved at the time of certification, the award of a Certificate may be suspended until the matter has been disposed of by the School.

- a. If you owe outstanding fees to the School or the Education Institution, (whether for a short course or another program) your Certificate may be withheld until such time as your fees have been settled in full.
  
- b. If you fail to successfully verify your identity when identity verification is a requirement for the Course, your Certificate will be withheld until such time as you have successfully verified your identity.

#### J. Limitation of liability and indemnity

1. No liability for Course outcomes:

We will not, under any circumstances, be liable for any costs, claims, damages, or loss that you may sustain or suffer as a result of registering for and/or participating in any Course (or other services offered by us) which is not relevant, suitable or does not meet your requirements, and/or the requirements of any relevant industry or commercial body. Under no circumstances do we guarantee your suitability for a particular Course based on the levels of difficulty. We cannot, under any circumstances, be held liable to you for any costs, claims, damages or loss, if after the completion of a Course you are not able to obtain employment or a promotion within your chosen field of study, or attain any other outcome you may believe completing a Course will assist you to attaining.

2. Limitation of liability:

With the exception of our willful misconduct, and to the maximum extent permitted by law, you agree that we will not be liable for any cost, claims, damages, including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss (such as loss of profits, business, goodwill, revenue or anticipated savings) or other damages of any kind, penalties, actions, judgments, suits, expenses, disbursements, fines or other amounts that you or any third party might suffer relating to or arising from these Terms, your participation in a Course, or the termination of a Course, for any reason, whether or not anyone anticipated or should have anticipated that damages would occur. In no event will the School's aggregate liability to you for any and all claims exceed the total amount of fees received by the School from you in the six months preceding any cause of action.

3. Acknowledgment:

You acknowledge and agree that the disclaimers and limitations of liability set forth in these Terms reflect a reasonable and fair allocation of risk between you and the School, and that these limitations are an essential basis to our ability to make services available to you on an economically feasible basis.

4. Time constraint:

You agree that, to the extent permissible by applicable law, any cause of action related to these Terms or the School's services or Courses must commence within one (1) year after the cause of action comes into being. If not, such cause of action shall be permanently barred.

5. Indemnity:

Subject to any applicable laws, you agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to or arises from these Terms arising from your registration for and/or participation in a Course. This indemnity includes claims arising from your use of the Online Campus in a way that does not comply with these Terms or the unauthorised or prohibited access of your profile by a third party. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the highest permissible scale and any additional legal and collection costs.

#### K. Interruption of the School Website or Online Campus

1. Interruption of service:

You acknowledge and agree that from time to time, the School Website and/or your Online Campus may be inaccessible or inoperable, by reason of one or more of the following:

- a. Equipment malfunctions or faults;
- a. Periodic maintenance procedures, downtime, or repairs that we may undertake from time to time; or
- b. Causes beyond our control, including, without limitation, interruption or failure of telecommunication or digital transmission links, government regulations, computer virus, attacks on the network and network congestion or other failures.

2. No breach:

Such interruption to the accessibility of the School Website or applicable Online Campus will not be deemed a breach of this Agreement under any circumstances whatsoever and we will not, under any circumstances, be liable to you for any costs, claims or damages that you may sustain or suffer as a result of any interruption, inoperability or inaccessibility of the the School Website and/or applicable Online Campus.

3. Security:

We will use commercially reasonable measures to secure our system and your profile in the Online Campus, and related information, however, we cannot guarantee that

unauthorised third parties will not be able to defeat our security measures. You undertake to notify us immediately of any compromise or unauthorised use of your account.

## L. Intellectual property

### 1. Reservation of rights:

Except where expressly stated to the contrary, copyright in the HTML, text, graphics, audio clips, video clips, source and/or object code and all other works (including trading marks and names) contained on the Website and/or Online Campuses or otherwise provided to students by the School, is owned by us or licensed to us, and we assert and reserve all of our rights in this regard. Access to or use of our services and Courses will not in any way result in an assignment or licence of any intellectual property owned by us or any other party.

### 2. Student content:

The services and Courses may enable you to share your own content, including assignments, with the School, Tutors, Teaching Fellows, Programme Leads and fellow students. You retain all intellectual property rights in, and are responsible for, the content that you share, however you specifically agree and consent that the School shall be entitled to use (in our discretion) all content shared by you on the applicable Online Campus for internal research and development, Course improvement and non-commercial purposes. In relation to specific Courses, a policy statement on intellectual property sharing may be included in the applicable Online Campus for further guidance to you in the sharing of your ideas and assignments. Ultimately, it is your responsibility to ensure the proper protection of student intellectual property – if your student intellectual property will be best protected by way of trade secret, or you have not filed for protection of your protectable intellectual property, then non-disclosure may be an essential protection. We cannot, and do not, guarantee that any intellectual property shared on an Online Campus or otherwise through the Website will not be used by other students.

## M. Warranties and disclaimers

### 1. Disclaimers:

To the extent permissible under applicable laws, all services, Courses and their content are provided "as is" without representations or warranties of any kind, whether express or implied, in respect thereof, and in particular, we make no representations or warranties regarding the quality of the Course content or the fitness of the Course content for the purpose for which you acquired it.

## N. Termination of participation in a Course

### 1. Modifying and terminating services:

We are constantly changing and improving our services and Courses. We may add or remove functions, features, or requirements, and we may suspend or stop our service altogether, giving enrolled students reasonable prior notice of any material changes. You may also discontinue your use of our services and Courses at any time.

### 2. Breach:

If you breach these Terms and fail to remedy the breach within five (5) days after receiving a written notice, we may terminate your participation in the Course for which you are registered, and you will not be entitled to a refund of any portion of the Course fee. We shall furthermore be entitled to immediately suspend your access to the Online Campus in the event of a material breach of these Terms, as determined in our sole discretion, pending an investigation into the relevant conduct.

## O. Complaints and dispute resolution

### 1. General complaints policy:

Whether it is positive or negative, the School encourages feedback from students. Where this feedback is a complaint about our Course, product or service offering, or our conduct, we are committed to addressing the complaint in a timely and appropriate manner.

### 2. Lodging a complaint:

Should you wish to lodge a complaint, you are required to submit this through the contact page available on our Website. We will strive to ensure that anyone giving feedback is treated with the utmost courtesy and respect, and in return, we expect that anyone giving feedback or making a complaint will do so in a fair and appropriate manner. Where we determine that a complaint is abusive, unreasonable, or a student is unreasonably pursuing a complaint that has previously been investigated, we reserve our rights in relation to our response, and in particular, may elect not to pursue the procedure set out below.

### 3. Review and investigation:

Once a complaint has been lodged, we will investigate and attempt to address the matter in question. At this stage, you may be required to provide supporting documentation or other evidence that may be relevant. We will endeavour to address complaints within five (5) working days (although this may not always be possible depending on the nature and severity of the complaint). In all cases, we will maintain open channels of communication and provide feedback or updates on the progress of the investigation. If a complaint cannot be addressed at its first stage, either party may request that the matter be looked into further.

4. Disputes:  
If a mutually-satisfactory outcome, course of action, or conclusion cannot be reached following from the complaints procedure, or any other kind of dispute arises between us, then you agree that it will be resolved individually, without resort to any form of class action. As a consumer you may benefit from the right to bring an action in the courts of the country in which you are resident. Nothing in these terms and conditions affects your rights to bring a claim in the courts of the country in which you are resident. To the extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, your rights and obligations, or the rights and obligations of the School, shall be governed by, and construed in accordance with the laws of the United Kingdom. As a consumer, you may benefit from certain mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including this 'Disputes' clause, affects your rights as a consumer to rely on such mandatory provisions of local law.
  
5. Nothing in this section will restrict our right to apply to a competent court for relief should our intellectual property rights be violated or threatened, or where otherwise appropriate to obtain urgent, injunctive or equitable relief.

## P. General

1. the School's details:  
These terms are a contract between you and the School of Pan African Thought Limited. The School of Pan African Thought Limited is a UK limited liability company with its address at 86-90 Paul Street, London EC2A 4NE, United Kingdom.
  
2. Entire agreement:  
These Terms, together with the student handbook, code of conduct and Policies, shall constitute the entire agreement between you and the School concerning your registration for and participation in a Course.
  
3. Revision of Terms:  
We reserve the right to revise these Terms (including Policies) at our sole discretion from time to time. These revisions will become effective immediately on being posted to the Website and such Online Campus, however, for all material changes to the Terms, we will take reasonable steps to notify you of such changes if you are registered for a Course at the time when such changes come into effect.
  
4. Conflict:  
If any aspect of these Terms conflicts with any information provided on our Website or in information packs or other Course materials, these Terms will prevail unless expressly stated otherwise.

5. Severability:  
In the event that any part of these Terms is found to be partially or fully unenforceable, this will not affect the application or enforceability of the remainder of these Terms.
  
6. Assignment:  
These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by the School without restriction.
  
7. No indulgence/waiver:  
If the School chooses not to enforce any part of these Terms, this does not mean that it cannot do so at a later time. No waiver of any term shall be deemed a further or continuing waiver of such term.