

1. Welcome to the [www.StudentHubAfrica.com](http://www.StudentHubAfrica.com) ("SHA") website. These are the terms and conditions (Terms) which govern your use of (1) the [www.StudentHubAfrica.com](http://www.StudentHubAfrica.com) website and any of the 'Student Hub Africa' ("SHA") branded microsites, and (2) any of the apps available for use on a Mobile Device (Site).

For the purpose of these Terms "Mobile Device" includes a Smartphone or other mobile or handheld device (such as a tablet) with an open operating system capable of exchanging data via 3G, 4G or wirelessly over a computer network (for example Apple OS iPhones, iPads, Kindle, Kindle Fire, Android OS phones tablets and Symbian OS phones and tablet devices).

These Terms apply regardless of whatever user device you are using (including desktop, laptop or mobile web browser, digital television, mobile phones, automobile-based personal computers, handheld digital devices, and any other Mobile Device or technology whether now known or developed in the future).

You will be deemed to have agreed to be bound by these Terms when you use, access or browse the Site, register your details with us or subscribe for email or online services or send us an email.

For the purposes of these Terms: "Content" includes all or part of any text, graphics, layout, logos, images, audio material, films or other moving images, product details and/or software published or otherwise available on the Site from time to time (including, anything made available for download); "including" and its derivations mean "including, without limitation"; "material" includes all or part of any text, graphics, layout, logos, images, audio material, films or other moving images; and "Trade Marks" means the trade marks, logos and service marks (whether or not registered) displayed on the Site.

## 2. Changes to these Terms

We may change these Terms from time to time. Please check these Terms regularly as any changes are effective immediately upon posting to the Site. Your continued use of the Site after posting will be deemed acceptance of the changes.

## 3. About us and our business

The Site is operated by or on behalf of Student Hub Africa Enterprises Ltd ("SHA", "we" or "our"). We are a UK company registered in England and Wales with the company registration number 10979435. Our registered office address is 22a Burton Street, Melton Mowbray, Leicestershire, LE13 1AF, UK. You can contact us on the following email [support@studenthubafrica.com](mailto:support@studenthubafrica.com)

## 4. Registration

Access to selected elements of our services and to some areas of the Site is restricted to users who have registered their details with us. You must not use a false name or email or provide any false information nor impersonate another person when registering for use of the Site and our email services. If you have a password for registration, you shall not share or disclose it to any third party, nor allow any third party to use your password to gain access to the areas and services for registered users. We may refuse or remove or suspend your registration at any time.

## 5. Intellectual Property

We are the owner or the licensee of all intellectual property rights in the Site the Content and the Trade Marks. Subject to these Terms, we grant you a limited, temporary, revocable, and non-exclusive licence to access, browse and use the Site (including the Content and Trade Marks) in accordance with paragraph 6 below.

## 6. Access and use of the Site

You may use the Site for personal non-commercial use only. You may only download and print extracts of the Content for your own personal non-commercial use.

You may not:

- (1) download or print any Content or extracts in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the Content from the Site; nor
- (2) reproduce, republish, modify, archive, distribute, store, archive or commercially exploit the Content without our prior written consent; nor
- (3) modify or adapt or create derivative works of the Content; nor
- (4) utilise links to this website received as part of a paid-for media monitoring service; nor
- (5) systematically forward links to this website within a business or outside a business for business purposes; nor
- (6) copy or extract data from this website by means of robots, spiders, crawlers or other automatic devices or by any manual process used to systematically extract or copy web content.

Any such use of this website or the content is prohibited without an appropriate licence.

At all times when you are accessing, browsing or using or registering for use of the Site, you must do so lawfully and legitimately and without infringing or restricting anyone else's rights or use and enjoyment of the Site. In particular, you must not use the Site in a manner or upload any material or link to any material which is false, fraudulent, inaccurate or misleading, obscene, offensive, defamatory, abusive or in breach of any third party rights (including intellectual property right).

At any time without notice and in our absolute discretion, we may permanently or temporarily terminate, suspend or deny your access to the Site. At any time without notice and in our absolute discretion, we may remove or edit any Content on the Site. To the fullest extent permitted by law, in both cases none of SHA, its directors, employees or other representatives have any liability to you whatsoever for any loss or damage arising from such removal or editing or any restriction or hindrance to your use of the Site, email services or password.

## 7. Submission of Materials

If you submit materials to us, you agree:

- (1) to grant us a royalty free, worldwide, perpetual license to use, copy, distribute, publish, republish, store, archive, syndicate, sub-license, transmit, adapt, edit, create derivative works from, perform, exercise publicity and copyright rights in relation to such material (including any ideas, concepts or formats) in any manner and in any format and/or media;
- (2) to any moral rights in the material submitted;
- (3) that we may disclose your identity to any third party making any claim or assertion of any kind in relation to your material; and
- (4) that we may monitor your use of the Site and any communications made via the Site.

In submitting material to us, you warrant that any material you submit:

- (5) is your own original work and that you own the copyright and any other relevant rights;
- (6) is not obscene, threatening, menacing, offensive, defamatory, abusive, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise in breach of or violates any applicable law or regulation or code,

and you shall indemnify us and keep us fully indemnified against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses.

We may choose to publish or not publish any material you submit to us and exercise our rights in relation to that material in our absolute discretion.

We accept no liability for any content submitted by you or other users and third parties. We do not vet or pre-screen any material that you or other users and third parties have submitted to the Site, however we reserve the right to remove, at any time and without reason or prior notice or any liability any material submitted by you or other users and third parties.

## 8. Data Protection and Privacy

Full details of the way in which we use cookies on the Site and how we hold and process information from which we can identify you or any third party are set out in our Privacy Policy. All information provided by you to SHA in survey responses will be provided on an anonymous basis; we will never share your personal survey responses with any third party and such responses will be kept secure and protected. We will only use your individual survey response data as a contribution towards the aggregate report data that we may make available.

## 9. E-commerce

Some of the online sales and other e-commerce services available via the Site may be provided either by us as an agent for third party suppliers or directly by third parties via websites that are framed on the Site. For some goods and services, however, we act as principal meaning that the resulting legal contract for the goods or services in question will be made directly between you and us. Where we act as principal, specific terms and conditions will apply to any resulting online sales and these will be drawn to your attention before the sale is complete. Where we act as agent for third party suppliers or where we frame third party websites, the following applies:

(1) the contract for the goods or services in question will be made directly between you and the relevant supplier. In most cases this will mean that there will be separate terms and conditions governing the contract as each supplier will have its own terms and conditions relating to the supply of those goods or services. Please make sure that you have read the relevant supplier's terms and conditions before completing your transaction. You can obtain a copy of the relevant supplier's terms and conditions by contacting the supplier directly; and

(2) we have no contractual liability to you in respect of the goods or services provided by the third party supplier. We may, however, still be liable to you if we have been negligent, if we have misrepresented important information or if we have been in breach of any other relevant law.

## 10. Third party links

The Site contains hypertext links to third party websites. We are not responsible for, nor do we endorse in any way such third party websites or their content. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk.

## 11. Advertising and Sponsorship

Parts of the Site may contain advertising and sponsorship. Advertisers and sponsors are solely responsible for ensuring that material submitted for inclusion on the Site complies with all legal and regulatory requirements and does not contain any material which is objectionable including, without limit, information which is defamatory, obscene, threatening or untrue. We are not responsible for any such material or any error or inaccuracy contained in such material and any issues which you may have should be raised directly with the relevant advertiser or sponsor. SHA apps and web sites may contain contextual affiliate links from which we may potential earn revenue.

## 12. Promotions, competitions and prize draws

From time to time we may run competitions, free prize draws and/or other promotions on the Site. Any such competitions, prize draws and/or other promotions will be subject to additional terms and conditions that will be made available to you at the relevant time.

### 13. Exclusions and limitations of liability

All information and/or data on the Site is provided on an "as is" basis. Save to the extent required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of the Site or the Content, including, without limitation, warranties of satisfactory quality, conformity to contract, accuracy, adequacy, conformity to description or fitness for any particular purpose.

We are not authorised by and Financial Regulator either in the UK or elsewhere. Any information relating to financial services of any kind and / or information and/or relevant data on the Site is provided by us and our data providers for your general information only and use and is not intended for trading purposes or to address your particular financial or other requirements.

Neither SHA nor any of its data providers or affiliates gives any warranty or guarantee relating to availability of the Site or that the Site and/or our operation of it, the Content or the server that makes the Site available are error or virus free or free of other harmful components or that your use of the Site and/or the Content will be uninterrupted.

You agree that SHA, its directors, employees, agents or other representatives, data providers or affiliates will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to:

- (1) interruption of business; or
- (2) access or other delays, terminations, suspensions, denials or access interruptions to the Site; or
- (3) data non-delivery, data misdelivery, data corruption, destruction of data or other modification of data; or
- (4) third party website links on the Site; or
- (5) reliance on the information contained on the Site; or
- (6) computer viruses, system failures or malfunctions which may occur in connection with your use of the Site; or
- (7) any inaccuracies, omissions or misleading, false or deceptive statement in the Content; or
- (8) events beyond our reasonable control.

Notwithstanding any provision of these Terms, SHA does not exclude or limit its liability for:

- (1) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or
- (2) fraudulent misrepresentation; or
- (3) any liability which it is not lawful to exclude either now or in the future.

### 14. Indemnity

You will indemnify and will keep indemnified SHA and its data providers and affiliates on demand against all claims, costs, proceedings, demands, losses, damages, expenses (including legal expenses) or liability whatsoever arising directly or indirectly as a result of:

- (1) any breach of these Terms by you; or
- (2) your fault, negligence or breach of statutory duty; or

(3) your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure (whether owned by, leased or licensed to us) or that of any of our Suppliers.

## 15. General

Any contractual or legal relationship between you and SHA will be concluded in English.

All notices shall be given by e-mail to us at support@studenthubafrica.com or, to you at either the e-mail or postal address you provide during the registration process (if any). Notice will be deemed received 24 hours after e-mail is sent or 3 days after the date of posting.

These Terms (together with any variations to them pursuant to section 2) form the entire agreement between the parties concerning your access to, browsing and/or use of the Site and supersede all prior agreements, arrangements, understandings and representations made between us (whether written or oral) concerning the Site.

The licence granted in section 4.2 above is personal to you and may not be assigned, transferred or sub-licensed (in whole or in part) without our prior written consent.

Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between us or to authorise either of us to act as agent for the other, and neither of us shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

If the whole or any part of any provision of these Terms is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from these Terms and rendered ineffective so far as is possible without modifying the remaining provisions of these Terms and shall in no way affect the validity or enforceability of any other provisions.

No waiver by SHA of any breach of these Terms shall constitute a waiver of any other prior or subsequent breach and SHA shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any of your obligations.

The rights and remedies of SHA under these Terms are independent, cumulative and without prejudice to its rights under the law.

These Terms are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

These Terms and/or your use of the Site shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction over any dispute which may arise.