

Terms of Service

These Terms and Conditions govern the overall environment of the Device and Connectivity Program. This program will be centrally hosted on a Program Management Platform that houses information for all users across the platform to access specified areas of the Program, namely logistics management, reporting and alerting, student registration and validation, course and platform administration, and a Community Engagement and Networking Module. The Platform is focused on developing content focused on specified Agricultural value chains, Agri-Business, and Entrepreneurship. The Program Management Platform is accessible through an application installed onto a laptop (personal or provided). Before signing onto the platform and accessing content, users must agree to the Terms and Conditions of usage for this platform by clicking “I agree” in the option box that appears on the first interaction with the portal. Once a user has been registered and granted access to the platform, it is assumed that the Terms and Conditions have been read and agreed to. Thus, any violation or disregard for these terms will be justly met with the sanctions outlined below. The Terms and Conditions will also be available on the program website for any individual that wants to refresh their memory.

User Registration, Eligibility, and Contribution

Students

Prospective students of this platform will first have to submit an application to their educational institution. Their institution will determine their eligibility for the programme and subsequently an invitation will be sent via email to each eligible student to sign up via the programme website.

Acceptance or denial of entry into the program and financial aid is based on pre-approved data submitted by partner institutions. If any student application is pending for more than 3 days, they must contact the program customer support staff for assistance. Unsuccessful applicants are sent emails detailing the reason for their unsuccessful application. We reserve the right to deny any applicants who do not meet the criteria for enrollment in the program. We also reserve the right to prioritize women and students with disabilities when selecting applicants, to remain consistent with our overall program goals. Emails / SMS will be sent to successful applicants with an invitation link to be used for registration to the platform. For students who do not get financial aid, the email will contain instructions on how to make a contribution of \$100, which will serve as the contribution for access to the program management platform and its courses. By accessing the program portal, the program will assume that all students have looked at and agreed to this workflow and

Additionally, a Laptop with a preloaded warranty and antivirus, Laptop bag, and personal connectivity device, courtesy of the Mastercard Foundation and its implementation partners will be provided after payment has been made and confirmed. For students with disabilities, they will receive these devices as well as any assistive devices they may need to better access and use the platform and course content. Accessories for all students can be picked up from the

nearest connectivity partner service centers based on location, where they will be trained by theSOFTtribe and the connectivity partner in using the devices and the platform. Students will be granted full ownership of these devices, and will be considered owners for the entire life-cycle of the device.

By agreeing to these Terms and Conditions, all users accept that this will be the only form of onboarding and registration for students. Students are also agreeing that they have received a good quality and working laptop and connectivity device and have been trained in the use of these devices by members of the program. In an effort to manage e-waste, students will be expected to return their devices to the company that they picked the devices from, once the devices are no longer usable. No entity/user is allowed to onboard any students outside of the parameters stated and any efforts to do so will be considered a breach of our Terms and Conditions. Additionally, The Device and Connectivity Program will not be held responsible for the delay of delivery of laptops in the event of:

- An act of God, explosion, flood, fire, pandemic or accident
- War or civil disturbance
- Strike, industrial action, stoppages of work
- Government intervention
- Third party acts or omissions

We ask that under these circumstances, students agree to be patient with the program support team as we work to deliver their laptops to the Vodafone service centers. As soon as the laptops are made available within these circumstances, an email/SMS will be sent prompting the student to pick their laptops from the designated Vodafone service center

Furthermore, all eligibility requirements are agreed to have passed through the institution standards for eligibility and qualification onto the system. No other entity will be granted rights to qualify students for the program or reverse any denial of entry of any students or other user.

Partners

All partners associated with the program must submit a list of authorized employees who shall have access to the Program platform on the partners' behalf. This list only shall determine the users from each partner entity that shall have access to the Program Management Platform. The users granted access will be used as a reference point for their respective partner organization. In the event that employees must be changed, the partner organization must initially make theSOFTtribe aware of this need for change, and have SOFTtribe make these changes on their behalf. No partner organization has the right or ability to facilitate their own user onboarding, to allow for a streamlined and transparent process.

Password Use and Security

This program grants individual access to the Program Management Portal and is designed only for those who have been given access onto the said portal. It is prohibited to share usernames or passwords with any other users regardless of their status in the program. All users must immediately alert customer support through the platform support center, phone call, or email if an account has become inaccessible. If it becomes apparent that a user's username and password have been compromised or stolen through unauthorized means, that account will be restricted until the issue has been resolved. Signing of these Terms and Conditions means that all users agree to not share any user information with any other user and that that user will work with the platform customer support team as we work to investigate the compromised account in the event of a breach of information concerning a user's username and password.

Use of Course Content

The content material provided by the Program is developed exclusively for users of the platform. The content is non-transferable, non-downloadable, and non-commercial. Reproduction and distribution of course content is a violation of our Terms and Conditions, and a breach of our intellectual property. Students will be given access to the platform's content for the duration specified by each course, beginning once the student has been registered and paid the necessary contributions. Access to this program will grant students access to their profiles and the course content for the duration of their time on the program. All users are strictly prohibited from using course content in exchange for monetary benefit, and from disseminating this course content and supporting materials to other individuals, whether in print or in electronic form. Only students are permitted to save content offline, but will need to log into their account in order to access the information, so as to protect the intellectual property of the program, and allow monitoring of all usage information. Works cited from this platform must include all copyright and other proprietary rights which appear on the content, and must include accurate bibliographical citations if referenced in other works or platforms. Any discovery of duplicated course content from students or partners will be dealt with as an infringement of copyright law and be met with appropriate consequences

A grant of access to the platform does not give any user rights, title or license of the course material accessed by their account, and all users are prohibited from licensing, sublicensing, or selling course content and supporting materials. Additionally, the material placed on the platform is uneditable by users that have not been given express permission from the program, and use of unauthorized methods to edit, modify, or remove any content is strictly prohibited. Users with a desire to make such changes must reach out to the program helpdesk to appeal the case for the changes to be made. The Project Steering Committee will then deliberate and give feedback to the submitting user about whether the changes will be made or not.

All users found to be in breach of the aforementioned content usage terms will face immediate and permanent cessation of access to the platform and a removal from the program and any other consequences which may result from this infringement.

Course Offerings and Delivery

The courses will be generated by the program in collaboration with several partners with varying areas of expertise. These courses will span across Agriculture, Agri-Business, Business & Entrepreneurship. Students will be enrolled based on requirements specific to each individual course, which will administer coursework, tests, amongst other methods of assessments. This course content can be saved for offline use or stored within an account on the platform, but cannot be downloaded or distributed to any other individual.

This program will involve routine academic assessments during the academic period specific to the course a student are enrolled in. By agreeing to these Terms and Conditions, students are acknowledging that their participation in scheduled assessments will contribute to the overall performance of a student in the program for the year. Highest performing students in these courses will be presented with further opportunities and rewards such as internships, work placement, etc. As such, they are acknowledging that work submitted is original and agree not to plagiarize the work of any other individual. Additionally, students are strictly prohibited from giving others their ideas to present as their own for their assessments. Any form of plagiarism will not be tolerated.

Under the Terms and Conditions, students are also agreeing to participate in an end of year Business Project and Award Scheme, where students will be grouped to develop solutions for real-life problems. The best performing groups will receive rewards and other incentives. Any form of plagiarism will not be tolerated. All works and projects generated from other people's ideas must be correctly referenced using the appropriate referencing style.

Users with partnered institutions that have access to students and their assessments are expressly prohibited from submitting work on behalf of students, or giving students outright answers to the assessments they are participating in, to avoid favoritism and disparity in terms of opportunities which arise from high performances in the assessments. Any partners found to be doing this will be queried and possibly removed from the program.

Community Engagement and Networking Platform

A subset of the Program Management Portal is a Community Engagement and Networking Platform. This platform is a designated space where students will be able to interact with each other to exchange ideas, opinions, and projects. All students enrolled into the program must strictly adhere to the Community Engagement and Networking Platform Guidelines found here **(Insert link to community guidelines)**. The Community Guidelines will pop up the first time students access the Community Engagement and Networking Platform, where they must select "I accept" to gain access. By clicking "I do not accept", users relinquish their access to the Community Engagement and Networking Platform.

Helpdesk Portal

The Program Management Platform has a helpdesk portal where all questions, complaints, issues, and suggestions regarding the Program Management Platform are made via chat, email or phone call. These submissions must be related to the platform, and will be designed to cover the scope of all possible issues that may arise when interacting with the course content and the Program Management Platform as a whole. Submissions on matters unrelated to the program will not be regarded. Sending of spam links, sexual imagery and content, requests for dangerous or illegal objects and substances, as well as abusive or combative language, will result in that user's removal from the platform as these are strictly prohibited interactions. The Feedback Portal is designed to give general solutions and recommendations for common problems to all users. Additionally, there will be dedicated helpdesk officers to handle more complex issues that require further interaction. In the event that an issue requires physical interaction, officers will be dispatched to that location to attempt to address the situation. The same program rules and standards apply to physical interactions with an officer.

Data Use and Reporting

The Program Management Platform collects specific data for various uses as outlined by the Privacy Policy (**insert link for Privacy Policy**). The main use of this data by program partners will be for adhering to reporting and monitoring stipulations specific to their roles. All partners are expected to adhere to the following reporting stipulations:

- Annual narrative progress reports provided no later than 1 month after the end of the calendar year
- Quarterly reports highlighting performance metrics including results on selected indicators

Accepting this Terms and Conditions agreement is an acceptance of the necessary duties in reporting as outlined in the partner's contract. Students do not have access to this data, and any student with access to such proprietary information will be considered to have accessed this information in an unauthorized manner which is in breach of our terms and conditions

Additionally, the following uses of platform data is strictly prohibited:

- i. Processing the Platform data to perform, facilitate, or provide tools for surveillance. Surveillance includes the processing of Platform Data about people, groups, or events for law enforcement or national security purposes.
- ii. Selling, licensing, or purchasing Platform Data.

iii. Placing Platform data on, or otherwise making available to, a search engine or directory without our prior express written consent.

iv. Attempting to decode, circumvent, re-identify, de-anonymize, unscramble, unencrypt, or reverse hash, or reverse-engineer Platform data that is accessible

v. Changing the Platforms core functionality or data processing so that Users would view it as an unfamiliar or different platform.

vi. Processing platform data to discriminate or encourage discrimination against people based on personal attributes including race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition, or any other categories prohibited by applicable law, regulation, or program policy, is strictly prohibited

vi. The Program Management Platform's software security will be secured with web application security to ensure compliance with OWASP and encrypted using a state of the art data encryption tool to avoid system vulnerabilities. Any users found to be attempting to breach these security protocols for any reason will be considered in breach of our Terms and Conditions and will be removed from the program.

Governing Laws

These will be the laws under which the Program Management Portal will be governed by, through which all actions and interactions undertaken by users on the platform will be judged. Any action or interaction by any member of the program found to be in violation with the governing laws of the land in which the program is operating will face the appropriate consequences deemed fit by said local law.

Binding Agreement

By agreeing to these Terms and Conditions, users are agreeing that they have entered a legally binding contract with the program. This document and any related documents contain the entire agreement between users and the program. If any terms within this contract are deemed unenforceable or invalid by applicable law, those terms will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original term and that term will remain in effect. Even if violation of rights are not immediately acted upon, it does not constitute as a waiver of rights, and this violation can be acted upon at any time generally in the future

Disclaimers

The services provided in this program are provided as presented and as they are made available. There are no warranties on the sustainability, security, lack of errors, accuracy, success, or availability of the content and other associated services presented through this

platform, and no legal recourse against can not be initiated against us in the event of such shortcomings. The program and its partners make no guarantees or warranties that you will obtain specific results from participation with this program, and the use of these services is entirely at the user's own risk.

Limited Liability

All users agree that the Mastercard Foundation, The SOFTtribe and its implementation partners will not be liable for any loss or damages, either actual or consequential, arising out of or relating to these terms, or to the use or inability to use the Program Management Platform, or to a user's placement of content on the platform, or to the user's reliance upon information obtained from or through the platform. In particular, the member will have no liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable, (including but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to these terms, the use or inability to use the online learning platform, or the placement of content on the platform, or to the reliance upon information obtained from or through the platform, whether based in contract, tort, statutory or other law, even if the members or their representative have been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability so some of the above limitations may not apply

Indemnification

Behavior or actions by any user that leads to legal issues for the program grants the program the right to exercise legal recourse against that user. Accepting these Terms and Conditions means that all users agree to indemnify, defend if so requested, and hold harmless the Device and Connectivity Program and its partners from any third-party claims, demands, losses, damages or expenses arising from the content you post or submit on the platform, your violation of any of the terms in any documents and contracts with the program and your violation of the rights of any third party. This indemnification will be in place even after the termination of a user's participation of the program and its services, and after the termination of the program as a whole

Confidentiality

All users shall not at any time during or after the termination or expiration of Device and Connectivity Program divulge or allow to be divulged to any unauthorized parties any confidential information relating to the Device and Connectivity Program Management Portal and its subsets.

How to Contact Us

If you have questions about this Policy or have questions, complaints or requests regarding your information, you can contact us as described below:

theSOFTtribe Limited

ATTN: Device and Connectivity Program Helpdesk

Phone call: +233244313767

Program Website: <https://agricconnectghana.com>

Email: Info@softtribe.com

Post Mail: 8th floor, Horizons Offices, Number 1 Airport Square, Accra