

GENERAL TERMS AND CONDITIONS OF USE.

These terms of Service (“Terms”) contain the agreement between you (Account holder) hereinafter referred to as “You”, “Subscriber”, or “Client” and Demoscad Limited hereinafter referred to as “Service Provider.” Service Provider agrees to provide the Service and User agrees to use the Service under the following terms.

These Terms apply to your account with Demoscad Ltd (“Demoscad”) and to the use of the Service and constitute a binding contract between us.

1. Acceptance

By accepting these General Terms during your account registration or subscription process, or by accessing or using the Service, you confirm your acceptance of these General Terms and other applicable Terms and your agreement to be a party to this binding contract. If you do not agree to these Terms, you must not access or use the Service. You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, “You”). You represent and warrant that you have the right and authority (as well as the capacity— for example, you are of sufficient legal age) to act on behalf of and bind such entity (if any) and yourself.

2. Definition of Service

The Service, known as SkyTOP Construct platform (“Platform”), allows you to view content, interact with content, share content, and engage with other Subscribers and Users. The Platform also allows Content Creators such as trainers, training institutions and individuals to earn from the content that they publish on the Platform.

3. Access to Platform

The Service is accessible by way of subscription and/or by any other model as may determined by Service Provider from time to time.

4. Client Own Their Work

The Content Creator retains ownership rights to files, designs, models, data sets, images, documents or similar material it publishes on the Platform.

5. What You Can’t Do On The Platform

5.1. You shall not use the Platform to:

- a. Do anything illegal (this includes posting, live streaming or distributing illegal content);
- b. Do anything that violates applicable anti-money laundering, counter terrorist financing, export controls and economic sanctions laws or regulations;
- c. Engage with minors in an exploitative or inappropriate way;
- d. Undermine the Platform’s operations or security;
- e. Engage in inauthentic commercial behaviours such as operating spam or impersonation accounts or by other similar means;
- f. Submit appeals, reports, notices or complaints which are manifestly unfounded;
- g. Extract any data or content from the Platform using any automated system or software that is not provided by Service Provider or approved in writing by Service Provider; or
- h. Use or attempt to use another user’s account without authorisation.

5.2. You must also not post, live stream or otherwise distribute any content on the Platform which:

- a. Infringes anyone else’s rights (such as intellectual property, privacy and/or personality rights of living or deceased people);

- b. Constitutes, encourages or provides instructions for a criminal offence, or dangerous activities that may lead to serious injury or death or self-harm;
- c. Spreads harmful misinformation such as misinformation that incites hate or prejudice or that misleads about or improperly influences elections or other civic processes;
- d. Contains a threat of any kind or which intimidates or harasses others, including posting any material that is intended to mock, humiliate, embarrass, intimidate, or hurt an individual;
- e. Is obscene, pornographic or which promotes sexually explicit material (e.g. by linking to adult or pornographic websites);
- f. Is hateful or inflammatory;
- g. Contains or promotes violence or discrimination based on race, ethnicity, national origin, religion, caste, sexual orientation, sex, gender identity, serious disease, disability, immigration status or age; or
- h. Otherwise contains harmful content (such as content that causes physical, mental or moral detriment to minors).

6. Force Majeure

Neither party is responsible or has any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, pandemic, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts or orders of civil and government authorities and severe weather (“Force Majeure”). The affected party shall give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

7. Amendments

No amendment to this Terms shall be effective unless it is in writing and signed by both Parties.

8. Governing Law

This Agreement will be governed by and construed in accordance with the Laws of the Republic of Kenya, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the Courts located in the Republic of Kenya for any legal action, suit, or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such Courts.

9. Indemnity

The User indemnifies and holds harmless (and, at the Service Provider’s request, defend) the Service Provider against any and all losses, liabilities, expenses (including reasonable attorneys’ fees) suffered or incurred by the Service Provider by reason of any claim, suit or proceeding arising out of or relating to

- a. the User’s content;
- b. the User’s (including their authorized agents’) use of Services, including any output or other results produced by such use; and
- c. the User’s (including the User’s authorized agents’) breach of these terms.

10. Use of Content Creator’s Content

10.1. The Content Creator’s content published on the Platform shall be for access by other subscribers and users of the Platform around the world. Use may include application of knowledge or skill gained by a User through interaction of the content on the Platform. Service Provider shall not use the Client’s content published on the Platform for any other purpose except;

- a. at the Client's request, or with the Client's consent;
- b. in connection with providing and improving the Service (including maintaining, securing, updating, or otherwise modifying Services); or
- c. in connection with legal obligations, enforcement, investigations, or legal proceedings. The Service Provider may block or remove the Client's content for any reason, including non-compliance with these Terms.

10.2. The User is responsible for ensuring that;

- a. the content it publishes on the Platform complies with all applicable laws and regulations spelt under these terms,
- b. the content shall not infringe or misappropriate any intellectual property or proprietary rights of any person or entity, and
- c. it secures backup copies of its content at all times.

10.3. The User acknowledge that online services may suffer disruptions or outages, and the User may not be able to retrieve their content as a result.

11. Notices

All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, email, certified or registered mail, addressed to the party to be notified at the below address or in the case of either party, to such other party, address as such party may designate upon reasonable notice to the other party.

12. Waiver

No Party shall be deemed to have waived any provision of these Terms or the exercise of any rights held under these Terms unless such waiver is made expressly and in writing. A waiver by any Party of a breach or violation of any provision of these Terms shall not constitute a waiver of any other subsequent breach or violation.

13. Violation of Terms

The Service Provider reserves the right to disable the User's Account at any time, including if the User fails to comply with any of the provisions of these Terms, or if activities occur on the Account which, in the Service Provider's sole discretion, would or might cause damage to or impair the Services or infringe or violate any third party rights, or violate any applicable laws or regulations.

14. Termination of Use of the Service

If the User no longer wants user the Service again, and would like its account deleted, it can do this by contacting the Service Provider through: feedback@demoscad.net. The Service Provider shall provide User with further assistance and guidance. Once the User chooses to delete its account, it will not be able to reactivate its account or retrieve any of the content or information it published.

15. Miscellaneous

In the event that any provision of these Terms is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in these terms. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

16. Entire Agreement

These Terms contain the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.