



Terms of Use for Soma Hub

Effective Date: December 12, 2024

Last Updated: December 12, 2024

Welcome to Soma Hub! These Terms of Use ("Terms") govern your access to and use of the Soma Hub platform and its associated services. By accessing or using Soma Hub, you agree to comply with these Terms. If you do not agree, please refrain from using the platform.

1. Definitions

- **"Soma Hub"** refers to the personalized learning platform, its website, mobile applications, and associated services.
- **"User"** refers to any individual or entity accessing Soma Hub, including learners, tutors, and institutional administrators.
- **"Individual Tutor"** refers to a tutor not affiliated with an institution who creates and sells courses directly to learners.
- **"Institutional Tutor"** refers to a tutor affiliated with an institution that offers courses as part of a licensed package.
- **"Content"** includes all materials, courses, files, or other information uploaded, created, or accessed through Soma Hub.

2. Eligibility

2.1 General Eligibility

You must be at least the legal age of majority in your jurisdiction or have parental/guardian consent facilitated through a school to use Soma Hub.

2.2 Institutional Access

For minors accessing Soma Hub through an institution, the institution is responsible for obtaining necessary parental or guardian consent.

3. Account Creation and Access

3.1 User Accounts

- Users must provide accurate information during registration.
- Users are responsible for maintaining the confidentiality of their login credentials.
- Soma Hub is not liable for unauthorized access resulting from a user's failure to safeguard their credentials.

3.2 Institutional Accounts

- Institutional licenses are managed by institutional administrators.
- Administrators are responsible for inviting tutors and learners and ensuring compliance with these Terms.

3.3 Account Termination

Soma Hub reserves the right to suspend or terminate accounts for violations of these Terms or misuse of the platform.

4. Use of the Platform

4.1 Permitted Use

The platform may only be used for lawful purposes and in accordance with these Terms. Prohibited activities include, but are not limited to:

- Posting or sharing content that is harmful, abusive, or infringes on intellectual property rights.
- Engaging in fraudulent transactions or activities.
- Attempting to access restricted areas of the platform without authorization.

4.2 Tutor Roles and Responsibilities

- **Individual Tutors:** Responsible for creating and maintaining courses and ensuring they meet quality standards. Students pay directly for these courses.
- **Institutional Tutors:** Must comply with their institution's guidelines. Courses are offered free to students under institutional licenses.

4.3 Student Responsibilities

- Ensure timely payment for courses where applicable.
- Use the platform for educational purposes only.

5. Content Ownership and Usage

5.1 User-Generated Content

- Users retain ownership of any content they upload or create on Soma Hub.
- By posting content, you grant Soma Hub a non-exclusive, worldwide license to use, reproduce, and display the content solely for platform functionality.

5.2 Platform Content

- Soma Hub retains ownership of all intellectual property related to the platform, including designs, software, and branding.
- Users may not copy, distribute, or reverse-engineer Soma Hub's proprietary materials without explicit permission.

6. Payments and Refunds

6.1 Individual Courses

- Learners pay directly for courses offered by Individual Tutors.
- Payments are processed securely via third-party providers.

6.2 Institutional Packages

- Institutions purchase licenses that provide free access to courses for their students.

6.3 Refund Policy

Refunds for courses are subject to the specific terms outlined at the time of purchase. Soma Hub reserves the right to deny refunds for completed courses.

7. Privacy and Data Security

Soma Hub is committed to protecting user data. Please refer to our Privacy Policy for details on how we collect, use, and safeguard your information.

8. Disclaimers

- Soma Hub provides its services "as is" and "as available," without any warranties, express or implied.
- Soma Hub is not liable for any interruptions, errors, or inaccuracies in the platform.

9. Limitation of Liability

To the maximum extent permitted by law, Soma Hub shall not be liable for:

- Indirect, incidental, or consequential damages arising from platform use.
- Loss of data or unauthorized access caused by user negligence.

10. Indemnification

You agree to indemnify and hold Soma Hub harmless from any claims, damages, or expenses resulting from your breach of these Terms or misuse of the platform.

11. Modifications to These Terms

Soma Hub reserves the right to modify these Terms at any time. Changes will be communicated via the platform, and continued use constitutes acceptance of the updated Terms.

12. Governing Law

These Terms are governed by the laws of Kenya. Disputes arising from these Terms shall be resolved through arbitration or courts within this jurisdiction.

13. Contact Us

For questions or concerns about these Terms, contact us at:

Soma Hub Support

Email: **support@soma-hub.com**

Phone: **+254758059014**

By using Soma Hub, you acknowledge that you have read, understood, and agreed to these Terms of Use.