

## APPENDIX A: TERMS AND CONDITIONS (EHUB)

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This appendix represents a legally binding agreement between users and ALX Holdings Limited (“ALX”), a private company incorporated in Mauritius. By registering or using ALX’s services, users agree to abide by the terms and conditions outlined in the User Agreement.

The policy applies to all users of ALX’s services, including:

- Registered users (referred to as “Clients”)
- Unregistered users (referred to as “Visitors”)

It covers individuals engaging with ALX Africa, The ALX Fellowship, ALX Ventures, and any related digital or physical brands associated with ALX.

### 1. Purpose and Scope

#### 1.1. Purpose:

- 1.1.1. The policy governs the terms under which users may access and interact with ALX’s services, platforms, and communities. It aims to:
  - 1.1.1.1. Ensure ethical and lawful use of ALX’s services.
  - 1.1.1.2. Protect ALX’s intellectual property and brand.
  - 1.1.1.3. Outline user responsibilities and conduct standards.

#### 1.2. Scope:

- 1.2.1. Applies to all digital and physical services offered by ALX.
- 1.2.2. Covers user behavior during and after program participation.
- 1.2.3. Encompasses all global users, subject to regional legal requirements (e.g., age of consent).
- 1.2.4. You waive any right you may have to receive specific notice of such changes or modifications, and your continued access to or participation in the Legacy Rewards program following any such changes or modifications confirms your acceptance. If you do not agree to these Terms of Use, you can choose not to use your Legacy Points or not redeem any reward.

### 2. Principles

#### 2.1. The policy is underpinned by the following key principles:

- 2.1.1. Legality and Compliance: Users must comply with all applicable laws, including data privacy, intellectual property, and anti-spam regulations.
- 2.1.2. Integrity and Authenticity: Users must provide truthful information, use their real identities, and act professionally.



- 2.1.3. Respect for Community and Culture: Users are expected to engage respectfully and constructively within ALX’s digital and physical communities.
- 2.1.4. Data and Intellectual Property Protection: ALX safeguards users’ data while reserving rights to use certain content for promotional and service delivery purposes.
- 2.1.5. Brand Protection: Users must use ALX branding responsibly and only with permission.

### 3. Definitions

<b>Contract/User Agreement</b>	The legally binding agreement between the user and ALX.
<b>Clients</b>	Registered users of ALX’s services.
<b>Visitors</b>	Unregistered users who access ALX services.
<b>Services</b>	All apps, websites, digital tools, communications, physical programs, and other offerings by ALX.
<b>Minimum Age</b>	The age of 16, or older if local laws require parental consent for data use.
<b>Code of Conduct</b>	A set of behavioral guidelines users are expected to follow within ALX communities.
<b>License</b>	The right granted by users to ALX to use their content for operational or promotional purposes.
<b>ALX Brands</b>	Refers to ALX Africa, The ALX Fellowship, ALX Ventures, and affiliated entities.
<b>User Content</b>	Any information, images, or data shared by users on ALX platforms.

### 4. General Terms

#### 4.1. Acceptance

- 4.1.1. By clicking “Register”, “Join Now”, “Confirm” or similar you are agreeing to enter into a legally binding contract with ALX Holdings Limited (“ALX”) a private company incorporated in Mauritius (d.b.a. , The ALX Fellowship, alx or any other affiliated brand), even if you are using our Services (described below) on behalf of a company or third person.



- 4.1.2. If you do not agree to this contract (the “Contract” or “User Agreement”), do not click “Register”, “Join Now”, “Confirm” (or similar) and do not access or otherwise use any of our Services.
- 4.1.3. This Contract applies to all users of our Services (described below). Registered users of our Services are “Clients” and unregistered users are “Visitors”.
- 4.1.4. If you wish to terminate this Contract;
  - 4.1.4.1. Clicking withdraw from the program . This is enabled at the bottom of the Learning tab in the eHub.
  - 4.1.4.2. Submitting a ticket with the request to be withdrawn via our [Zendesk](#) support platform.

## 4.2. Our Services

- 4.2.1. Who this applies to (Users of the Services)
  - 4.2.1.1. These terms apply to anyone using ALX services – including ALX Africa, the ALX Fellowship, ALX Ventures, and any other ALX websites, apps, or programs (we’ll call all of these “Services”).
  - 4.2.1.2. Whether you’re a learner, visitor, or client, these terms apply to you.
  - 4.2.1.3. You agree to follow the law when using ALX Services. This includes respecting privacy, not sharing spam, protecting intellectual property, and following tax or export rules if relevant.
  - 4.2.1.4. These rules apply while you’re in an ALX program—and even afterward—if you keep using our Services.
- 4.2.2. Updates and Changes to the Services.
  - 4.2.2.1. Sometimes we update our Services or make changes to our terms and policies. We might add, remove, or change features. If we make big changes, we’ll let you know through our platforms or by other means so you can review them before they take effect. We won’t make changes that apply to the past.
  - 4.2.2.2. If you’re not okay with the changes, you can stop using the Services or close your account. But if you keep using them after we’ve announced the changes, it means you accept the new terms.

## 5. Your Responsibilities

### 5.1. Who can use ALX Services

- 5.1.1. To use ALX services, you must:
  - 5.1.1.1. Be at least 16 years old (or older if your country requires it).
  - 5.1.1.2. Use only one account in your real name.
  - 5.1.1.3. Not be banned or restricted by ALX.
  - 5.1.1.4. Creating a fake account, using someone else’s name, or creating an account for someone under 16 is not allowed.
- 5.1.2. How to behave (Code of Conduct)

- 5.1.2.1. As a User of our services/member of the community, you agree to:
- 5.2. Code of Conduct (See full policy)
  - 5.2.1. As a member of the ALX community, you're expected to:
    - 5.2.1.1. Read and follow the Learner Handbook and other important documents.
    - 5.2.1.2. Respect the community guidelines.
    - 5.2.1.3. Participate in ways that align with ALX's goals and values.
    - 5.2.1.4. Treat both online and in-person communities with respect.
    - 5.2.1.5. Ask for help from Moderators (eHub) or your local city hub support team if you're unsure about anything.
    - 5.2.1.6. Report any inappropriate behavior as explained in the Learner Handbook.
  - 5.2.2. Using the ALX Brand or Logo
    - 5.2.2.1. You can't use ALX's name or logo in any way that:
    - 5.2.2.2. Makes it seem like ALX officially supports or partners with you (unless we've given written permission).
    - 5.2.2.3. Changes, edits, or misuses the logo.
    - 5.2.2.4. Offends others or harms ALX's reputation.
    - 5.2.2.5. Goes against the law or our brand rules.
    - 5.2.2.6. If ALX asks you to remove any content with our brand, you must do so.
  - 5.2.3. What NOT to do
    - 5.2.3.1. While using ALX services, do not:
    - 5.2.3.2. Pretend to be someone else or use someone else's account.
    - 5.2.3.3. Use bots, scripts, or tools to collect data or spam people.
    - 5.2.3.4. Break into or bypass any security on our platforms.
    - 5.2.3.5. Share or copy information from the platform without permission.
    - 5.2.3.6. Share private or confidential information that you're not allowed to.
    - 5.2.3.7. Violate copyrights, trademarks, or other legal rights.
    - 5.2.3.8. Share ALX learning materials or videos without permission.
    - 5.2.3.9. Upload harmful software or viruses.
    - 5.2.3.10. Reverse-engineer or try to copy how our platform works.
    - 5.2.3.11. Claim to be part of ALX unless we've approved it.
    - 5.2.3.12. Sell, rent, or trade access to ALX services.
    - 5.2.3.13. Overload or disrupt the platform.
- 5.3. Managing Your Account
  - 5.3.1. As a learner, you are responsible for your own account. You must:
    - 5.3.1.1. Use a strong, private password.
    - 5.3.1.2. Not share or give away access to your account.
    - 5.3.1.3. Keep your info accurate and up to date.
    - 5.3.1.4. Use your real name.
    - 5.3.1.5. Act professionally and follow the law and our rules.
  - 5.3.2. You're responsible for anything that happens with your account unless you report a problem or close it.



- 5.3.3. If someone else paid for your access (like an employer), they can view your usage but don't own your personal account.
- 5.4. Notifications and Messages
  - 5.4.1. You agree that we can contact you:
    - 5.4.1.1. On the platform (inside ALX).
    - 5.4.1.2. Using the contact details you gave us (email, phone, etc.).
    - 5.4.1.3. Please make sure your contact information is always current.
- 5.5. Sharing
  - 5.5.1. Our Services allow messaging and sharing of information in many ways, such as your profile, job postings and messages.
  - 5.5.2. Information and content that you share or post may be seen by other Clients. Where we have made settings available, we will honor the choices you make about who can see content or information.
  - 5.5.3. We are not obligated to publish any information or content on our Service and can remove it with or without notice.

## **6. Your Rights and our Limits**

- 6.1. Our Promise to you
  - 6.1.1. ALX is committed to protecting your data as well as to providing you the tools to achieve the learning objectives and values of our programs, including the Fellowship.
- 6.2. What you Share with us (Your License to ALX)
  - 6.2.1. Any photos taken at ALX hubs or events belong to ALX. We may use them for marketing or promotional purposes without needing extra permission.
  - 6.2.2. You own the information and data that you submit on the Services, and you are only granting us and our affiliates the non-exclusive worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others (the "License").
  - 6.2.3. The License is limited in the following ways:
    - 6.2.3.1. You can end the License for specific content by deleting such content from the Services, or generally by closing your account, except (i) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (ii) for the reasonable time it takes to remove from backup and other systems.
    - 6.2.3.2. If you use a Service feature, we may mention that with your name or photo to promote that feature within our Services, subject to your settings.

- 6.2.3.3. While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
- 6.2.3.4. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.
- 6.2.4. You agree to only provide content or information that does not violate the law nor anyone’s rights (including intellectual property rights). You also agree that your profile information will be truthful. We may be required by law to remove certain information or content in certain countries.
- 6.2.5. Availability of Services

We May	We Can:
Change, pause, or end parts of our Services at any time.	Accept or reject applications to ALX if we feel someone doesn’t align with our values or could harm the community.
Adjust pricing, if needed (we’ll let you know).	Keep records if someone is removed for serious issues.
Not store your work forever – make sure to keep your own backups.	Limit your access or suspend your account if you break the rules or misuse the platform.

6.3. External Content, Offers and Events

- 6.3.1. While using ALX, you might come across:
  - 6.3.1.1. Content or messages that are inaccurate, offensive, or misleading.
  - 6.3.1.2. ALX isn’t responsible for content shared by other learners or external parties.
  - 6.3.1.3. Job offers or business opportunities from other learners. ALX does not:
  - 6.3.1.4. Endorse or manage these offers.
  - 6.3.1.5. Guarantee any job, opportunity, or proposal.
  - 6.3.1.6. Create any employer–employee relationship between you and ALX.
- 6.3.2. If you offer or accept any such opportunity:
  - 6.3.2.1. You are responsible for making sure it’s legal and professional.
  - 6.3.2.2. You must follow our Code of Conduct at all times.
- 6.3.3. If you attend events hosted by others through ALX:
  - 6.3.3.1. ALX does not vet or approve these events.
  - 6.3.3.2. You’re responsible for your own experience at the event.
  - 6.3.3.3. Always follow the terms and conditions when attending.

## **7. Disclaimer and Limitation of Liability**

### **7.1. No Warranty**

7.1.1. ALX and its affiliates make no representation or warranty about the services, including any representation that the service will be uninterrupted or error-free. We provide the service (including content and in 'as is' and "as available basis.

7.1.2. To the fullest extent permitted under applicable law, ALX and its affiliates disclaim any implied or statutory warranty, including any implied warranty of title, accuracy of data, noninfringement, merchantability or fitness for a particular purpose.

### **7.2. Exclusion of Liability**

7.2.1. To the fullest extent permitted by law (and unless ALX has entered into a separate written agreement that overrides this policy), ALX, including its affiliates, will not be liable in connection with this contract, for lost profits or lost business opportunities, reputation (e.g. offensive or defamatory statements), loss of data (e.g. downtime or loss, use of, or changes to, your information or content) or any indirect, incidental, consequential, special or punitive damages.

7.2.2. ALX and its affiliates will not be liable to you in connection with this contract for any amount that exceeds the total fees paid or payable by you to ALX for the services during your enrollment or USD \$1,000.

### **7.3. Exclusions**

7.3.1. The limitations of liability in this Section 4 are part of the basis of the bargain between you and ALX and will apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if ALX or its affiliates has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

7.3.2. These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of your subscription and to the extent that they are typical in the context of your subscription.

## **8. Governing Law & Jurisdiction**

8.1. Regardless of your country of residence, you and we agree that the laws of Mauritius, excluding conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services.

8.2. You and ALX agree that claims and disputes can be litigated only in Mauritius, and you and we each agree to personal jurisdiction in those courts.

## 9. Other Important Terms

- 9.1. If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent.
- 9.2. If the court cannot do that, you and ALX agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.
- 9.3. This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between you and us regarding the Services and supersedes all prior agreements for the Services.
- 9.4. If we do not act to enforce a breach of this Contract, that does not mean that we have waived our right to enforce this Contract.
- 9.5. You may not assign or transfer this Contract (or use of Services) to anyone without our consent. However, you agree that we may assign this Contract to our affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.
- 9.6. If you have any concerns regarding our services, please address them by contacting [Zendesk](#). We are committed to resolving all issues in a prompt, fair, and transparent manner.

## 10. How To Contact us

Lot 02, Floor 1,  
CentrePoint,  
Trianon,  
Mauritius  
Email: [support@alxafrica.com](mailto:support@alxafrica.com)

You agree that the only way to provide us legal notice is at the above email and physical address.