

**SCHOOLSFOCUS AFFILIATE PROGRAM GUIDELINES
AND
TERMS AND CONDITIONS**

These Affiliate Program Terms and Conditions (the "Agreement") set forth the terms of participation in the Affiliate Program of SchoolsFocus.net, a proprietary of GlobalFocus InfoTech Solutions Limited, hereinafter referred to as "SchoolsFocus" or the "Company".

A participant in the SchoolsFocus Affiliate Program is hereinafter referred to as "Affiliate" or "you".

1. GENERAL.

This agreement contains the terms and conditions that apply to the Affiliate's participation in the SchoolsFocus Affiliate Program (the "Program" or "Affiliation Program").

Carefully read these terms and conditions, which represent a legally binding agreement between SchoolsFocus and you.

You must agree and accept the terms of this agreement in order to become a SchoolsFocus Affiliate.

By clicking the "I Agree" box, you agree to enroll as an Affiliate in the SchoolsFocus Affiliate Program and certify that:

(A) You have read this agreement and understand all of its contents; and

(B) You agree to be bound by all of the terms and conditions of this agreement, including without limitation, all documents, policies and procedures incorporated herein by reference and any possible future amendment thereof or additions there to; and

(C) You have no conflict or other restriction in entering or performing this agreement or any part thereof, including receipt of all the applicable approvals required under the applicable law for the performance of this agreement by you.

Violation of any of the terms of this agreement or any other document incorporated into this agreement by reference will result in the immediate termination of your participation in the program, without any need to inform you in writing, and for forfeiture of any outstanding Affiliate Fee payments earned during the violation. You agree to participate in the program at your own risk and expense.

2. DEFINITIONS.

For purposes of this Agreement, the following terms shall mean:

2.1. "Ad(s)" means anchor text, banners, button links, text links, or other graphic devices that SchoolsFocus makes available to the Affiliate and that is used for linking from the

Affiliate Site to the SchoolsFocus Site.

2.2. "Affiliate Application" means the application submitted by an Affiliate to participate in the Program, as contained on the SchoolsFocus Site.

2.3. "Affiliate Fee" or "Fee" or "Referral Fee" means the approved and undisputed amount due and payable one time only to an Affiliate in accordance with Section 8 below.

2.4. "Affiliate Site" means websites owned, controlled or used by an Affiliate, on which the Affiliate will place their links to the SchoolsFocus Site.

2.5. "Affiliate Term" the term of the activity of an Affiliate as a participant in the Program commencing upon approval of Affiliate's participation and ending according to the provisions of Section 11 below.

2.6. "Affiliate Transaction" means a purchase by a Referred User (referred to SchoolsFocus through an Affiliate Tracking Code) of a SchoolsFocus Paid Subscription Plan.

2.7. "Affiliate Transactions Per Month" means the aggregate number of Affiliate Transactions during each calendar month.

2.8. "Content Restrictions" has the meaning ascribed to it in Section 3.3 herein.

2.9. "Affiliate Dashboard" means a dedicated online interface made available by SchoolsFocus to participants of its Affiliate Program, through which the Affiliate may manage and monitor its participation in and performance under the Affiliate Program.

2.10. "Fraud Traffic" means any deposits or traffic generated at the Affiliate Site(s) and/or via the Affiliate's activity through illegal means or in bad faith or with the intent to defraud the Company, regardless of whether or not it actually causes harm to the Company. Fraud Traffic includes but is not limited to spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions, offers to share the Affiliate Fees, directly or indirectly, with Users, and any other unauthorized use of any third party accounts, copyrights or trademarks.

2.11. "Intellectual Property Rights" means copyrights, trademark rights, patent rights, trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of the Federal Republic of Nigeria or any other country or state jurisdiction.

2.12. "License" has the meaning ascribed to it in Section 4.3 herein.

2.13. "Mirror" means creating an identical copy of any SchoolsFocus website or web page and placing it under a different URL.

2.14. "Opt Out Request" has the meaning ascribed to it in Section 5.3.4 herein.

2.15. "Paid Referred User(s)" means a Referred User that has purchased a Paid Subscription Plan.

2.16. "Referred User" means a user that sent a Service Request to SchoolsFocus through the Affiliate's Tracking Codes from the Affiliate Site, email, or other communications, or by entering the Affiliate's Tracking Codes while filling the Service Request Form.

2.17. "Lead" means a potential customer that has requested a demo or completed a form on the SchoolsFocus Site for the first time, through the Affiliate's Tracking Codes.

2.18. "Special Sale Terms" means such special discounts or other special benefits which SchoolsFocus may determine to apply to certain Subscription Plans.

2.19. "Sponsored Link" means a link offered, created, or displayed for a fee (whether on a "cost-per-click" basis, commission, or any other commercial arrangement) by any internet search engine, portal, sponsored advertising service or other search or other referral service which uses search terms or keywords to identify, draw attention to, or direct internet traffic to an internet site.

2.20. "Tracking Code(s)" means specific unique code(s) that SchoolsFocus will provide the Affiliate to track the traffic and users which arrive via the Affiliate activity (including but not limited to, from the Affiliate Site). This Tracking code will be in two forms:

(i) an alphanumeric string of characters, also known as the Affiliate Referral Code, which can be entered in the Affiliate Code input field while filling a Service Request Form at SchoolsFocus Site; and

(ii) a special "tagged" URL link, also known as the Affiliate Referral Link, to be used by the Affiliate in creating links to the SchoolsFocus Site.

SchoolsFocus uses cookies to keep track of users who initially navigated to SchoolsFocus Site via any given Affiliate Referral Link. This is so that even if the user does not send a Service Request or make a Paid Subscription immediately, the Affiliate's Tracking Code will still be regarded if the user sends a Service Request or Makes a Paid Subscription later. Such cookies expire within one hundred (100) days.

If a user's browser does not use cookies, or has cookies turned off, including if the applicable cookies have expired or if the user visits SchoolsFocus Site later on a different browser, such user will not be tracked as a Referred User of the Affiliate.

2.21. "User" means Referred Users.

2.22. "SchoolsFocus Marks" means, without limitations, SchoolsFocus trademarks, service marks, trade dress, trade names, corporate name, logos and any other distinctive brand features used in or related to the Company's business.

2.23. "Plan" or "Paid Plan" or "Paid Subscription Plan" means any of the charged plans offered by the Company on the SchoolsFocus Site, as may be updated and/or modified from time to time by the Company.

A Service Request sent for a Paid Plan which: (i) was either cancelled without completion and/or payment; or (ii) was not duly and fully paid by Referred User(s), will not be considered as a Paid Plan.

2.24. "SchoolsFocus Site" or "Site" means www.schoolsfocus.com, the Affiliate Dashboard, and/or any other website owned by or as may be added by the Company, in its sole and absolute discretion, from time to time.

2.25. "Referred Request" means a Service Request sent to SchoolsFocus by a User through the Affiliate's Tracking Codes from the Affiliate Site, email, or other communications, or by entering the Affiliate's Tracking Codes while filling the Service Request Form.

2.26. "Paid Request" or "Subscribed Request" or "Subscribed School" means a Service Request sent to SchoolsFocus which has been completed, with the Subscription and all other fees duly paid for.

2.27. "Referred Subscription" means a Referred Request which has been completed, with the Subscription and all other fees duly paid for.

3. JOINING THE PROGRAM.

3.1. To enroll in the Affiliate Program, the Affiliate shall submit a complete Affiliate Application via the SchoolsFocus Site. Affiliate must provide full, true and accurate information in the Affiliate Application.

3.2. SchoolsFocus may reject an Affiliate Application if SchoolsFocus determines, in its sole discretion, that the Affiliate Site or activities are unsuitable for the Program for any reason. If, at any time, SchoolsFocus determines, at its sole discretion, the Affiliate Site or activity, is unsuitable for the Program, SchoolsFocus may terminate the Affiliate's participation in the Program.

3.3. Unsuitable Affiliate Sites or activities may include, but may not be limited to: sites containing or activities related to illegal, offensive, abusive, infringing content, or which incorporate images or content that is, in any way, unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable, including without limitation to sites or activities that: promote violence; promote discrimination based on race, sex, religion, nationality, disability, or age; promote illegal activities or incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights of any third party (collectively, "Content Restrictions"); or that degrade the SchoolsFocus brand in any way (at the sole and absolute discretion of SchoolsFocus).

3.4. A rejection of an Affiliate Application by SchoolsFocus shall not prohibit the Affiliate from reapplying to the Program at any other time thereafter provided that the Affiliate complies with the provisions of this Agreement.

4. TRACKING CODES AND ADS.

4.1. To permit accurate tracking, reporting, and Referral Commission Fee accrual, SchoolsFocus will provide the Affiliate with a specific Tracking Code. The Affiliate must ensure that each of the links between its Affiliate Site and SchoolsFocus Site properly utilizes the Tracking Codes provided to the Affiliate.

4.2. The Affiliate is not authorized to alter, modify or change any of the Tracking Codes. SchoolsFocus will not be held liable to the Affiliate with respect to any failure by the Affiliate to use such Tracking Codes. SchoolsFocus will not be responsible for errors which may occur in the tracking of transactions if the Affiliate has made or caused any such modification to the Tracking Code. For the avoidance of doubt, the Affiliate will use the Tracking Code only for the purposes of the Program. Any other use of the Tracking Code will be considered void and, subject to the sole discretion of SchoolsFocus, shall be deemed as breaching this Agreement and will not entitle the Affiliate to any Fee, which is based on such unauthorized use.

4.3. SchoolsFocus hereby grants to the Affiliate a non-exclusive, non-transferable, limited license to use the SchoolsFocus Marks contained in the Ads and resources provided to the Affiliate by SchoolsFocus for the sole purpose of this Agreement. SchoolsFocus will provide the Affiliate with the necessary information to allow the Affiliate to make appropriate Ads from the Affiliate Site to the SchoolsFocus Site, and to market the service offline. Affiliate may not use any of the SchoolsFocus Marks in any manner other than as contained in the Ads. Furthermore, the Affiliate may not modify any of the Ads in any way, whatsoever. The License shall expire upon the expiration or termination of the Affiliation Term.

4.4. The Affiliate shall display the Ads in good taste, adjacent to any with the first or most prominent use of such Ads in the piece of advertising means, in which such Ads appear, subject to other requirements as SchoolsFocus may from time to time impose and provide to the Affiliate, including SchoolsFocus trademark guidelines. The Affiliate may not use the Ads, Resources and the SchoolsFocus Marks contained therewith in a manner that, in the sole discretion of SchoolsFocus, is disparaging or otherwise portrays the Company in a negative light. The Affiliate shall have no other right, title or interest in or to the Ads, Resources and SchoolsFocus Marks contained therewith other than as specified in the limited License granted herein.

4.5. The Affiliate will be solely responsible for the content and manner of its marketing activities. All marketing activities must be professional, proper and lawful under applicable rules or laws.

4.6. SchoolsFocus may at any time, without prior notice, require the Affiliate to remove or modify the Ads, or dynamically replace the SchoolsFocus creative or text with creative or text suitable to the Company, judged at the sole and absolute discretion of SchoolsFocus.

4.7. As between the Affiliate and SchoolsFocus, the Company shall own all right, title and interest, including all Intellectual Property Rights, in and to the SchoolsFocus Site, the Program and SchoolsFocus Marks.

5. E-MAILS, PUBLICATIONS, AND SOCIAL MEDIA.

5.1. If Affiliate sends, or causes to be sent, any messages or communications by electronic means, including but not limited to email and instant messages ("Emails") in connection, directly or indirectly, with this Agreement and/or the Program, then the Affiliate agrees, acknowledges, represents and warrants that all such Emails shall be in full-compliance with all applicable federal and state laws and regulations regarding the use of electronic messages, including without limitation to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM Act") and the Children's Online Privacy Protection Act of 1998 ("COPPA") and all other laws applicable to the Affiliate and Affiliate Site.

5.2. The Affiliate agrees to not utilize SPAM in promoting SchoolsFocus. SchoolsFocus maintains a ZERO tolerance policy towards the sending of SPAM, including, but not limited to, unsolicited commercial E-mails. This action may result in the immediate suspension or termination of the Affiliate account with a cancellation of and possible forfeiture of any pending Fees. The Affiliate will also be in violation of this Agreement and subject to legal action and be held liable for any financial loss incurred by SchoolsFocus.

5.3. SPAM is defined as including, but not limited to, the following:

5.3.1. Send, initiate or procure the sending of an Email to any person who has either not explicitly requested to receive such messages (or has explicitly requested to receive no further Emails) specifically from the Affiliate, including without limitation for the purposes of sending unsolicited bulk email, executing any "mass mailings" or "email blasts," or for the purpose of spamming any public forum, including without limitation, any blog, message board, classified listings, auction sites, newsgroups, or similar service.

5.3.2. Employ any false or deceptive information regarding the Affiliate's identity, or regarding the intent, subject, or origin of the message or fail to include accurate information regarding the Affiliate identity, and the intent, subject, and origin of the Email.

5.3.3. Exploit documented or undocumented security holes on any client or server machine.

5.3.4. Fail to (i) include clear, valid, and conspicuously displayed "From" and "Subject" lines in the Email, (ii) include a functioning return address (or hyperlink) in the Email that enables the recipient to submit a request to receive no

further messages from the Affiliate ("Opt Out Request") for no less than thirty (30) days from the date the Email was sent; or (iii) honor any Opt-out Request within ten (10) days of receipt of such Opt-out request by the Affiliate.

5.3.5. Obtain email addresses via automated means or send any Email to any address which was obtained via automated means, including via the automated combination of names, letters, or numbers, dictionary attacks, or the use of spyware, viruses, or other means of bypassing system security or invading consumer privacy.

5.3.6. Employ any fraudulent, deceptive, false or misleading information in connection with the Emails.

5.3.7. Send any commercial marketing Email or promotion to, or collect any personally identifiable information from any person who is under eighteen (18) years of age.

5.4. The Affiliate may use Tracking Codes within Emails that the Affiliate sends to registered users of the Affiliate Site.

5.5. The Affiliate agrees not to copy or mirror the look and feel of the SchoolsFocus Site. The Affiliate shall also not use any means to create the impression that the Affiliate Site is our SchoolsFocus Site or any part of our SchoolsFocus Site. For example, the Affiliate should not put any SchoolsFocus Marks in the header or footer of their Affiliate Site.

5.6. The Affiliate agrees not to copy and re-publish any content (including blog post, text, image, video, or audio) already created and/or published by SchoolsFocus. This includes directly translating content into any other language. If you have found useful information on the SchoolsFocus Site or Blog, you may (i) cite the information with a quote AND a backlink to the SchoolsFocus Site, or (ii) re-phrase the text and publish your own account (still citing SchoolsFocus and including a backlink to the SchoolsFocus Site).

5.7. The Affiliate agrees not to create excessive or unnatural backlinks to the SchoolsFocus Site.

5.8. The Affiliate shall not create social media accounts or set-up groups, forums, pages, communities, or other channels branded with SchoolsFocus Marks. The Affiliate shall also not use any of these channels to create the impression that they operate as, represent the views of, or are a part of SchoolsFocus.

6. COMPLIANCE WITH LAW AND REGULATIONS; NO CONFLICT.

6.1. The Affiliate shall comply with any and all regulations, statutes and applicable laws of the Federal republic of Nigeria or any other state, country or jurisdiction in which he acts related to Email, and/or electronic communications. It is the Affiliate's responsibility to be aware of all such regulations, statutes, laws, and Endorsement Guides.

6.2. The Affiliate may only send Emails containing a Tracking Code and/or a message regarding SchoolsFocus or SchoolsFocus School Management Web Solution. Failure by the Affiliate to abide by this Section 7, CAN-SPAM Act or COPPA, in any manner, will be deemed a material breach of this Agreement by the Affiliate and foreclose any and all rights the Affiliate may have to any Affiliate Fee.

7. PROHIBITION ON SITE MIMICRY.

7.1. The Affiliate shall not register, procure, or use any internet domain name that includes any of the SchoolsFocus Marks or any variations thereof.

8. AFFILIATE REFERRAL FEES AND COMMISSIONS.

8.1. For every new Referred Subscription for a Paid Plan and subject to the compliance of the Affiliate with the provisions of this Agreement, Affiliate shall be entitled to receive Affiliate Fees in accordance with the Referral Fees established in Section 8.5.

8.2. Notwithstanding the foregoing Section 8.1, in the event that any Referred User purchases a new Paid Subscription Plan through the Affiliate's Tracking Codes, and such purchase is subject to Special Sale Terms, the Affiliate Fees payable to the Affiliate (if any) shall be subject to and reduced in accordance with the discount or other special benefits applicable to the Paid Subscription Plan under the Special Sale Terms.

8.3. During the Term of this Agreement, SchoolsFocus shall keep track of any Referred Request by attaching such Request a Tracking Code which will be used for proper tracking and Commission Fee accrual to the Affiliate.

8.4. SchoolsFocus is entitled to grant additional rewards to any of its affiliates, at the sole discretion of SchoolsFocus.

8.5. It is hereby clarified that a Referral Commission Fee of 10% of the Subscription Fee only from a Paid Subscription Plan is payable to the Affiliate on the first subscription of such Referred Request. For every Subscription Renewal thereafter, which the Referred User continues to make for that particular Subscribed School, a Referral Fee of 3.5% of the revenue from the Paid Subscription Plan is payable to the Affiliate.

8.6. Referral Commission Fees are credited to the Affiliate's Wallet once SchoolsFocus receives Subscription payment from the Affiliate's Referred Subscription, either for the first time subscription or subscription renewal.

9. AFFILIATE COMMISSION FEE PAYMENT AND REPORTING.

9.1. SchoolsFocus will generate reports summarizing the Affiliate's Referred Requests and Referred Subscriptions as relevant and necessary for purposes of calculating the Affiliate's Commission Fees, which will be available to Affiliate in real time via the Affiliate Dashboard. The form and content of the reports shall be determined by SchoolsFocus at its sole discretion and may be updated from time to time.

9.2. Earned Affiliate Commission Fees are eligible to be requested for withdrawal after twenty (20) days of SchoolsFocus receiving payment from the Referred Paid Subscription, with the exception of: (a) suspicious activity as referenced in Section 9.5 below; and (b) the Affiliate must have provided valid Bank Account for fund withdrawal via the Account Menu on the Affiliate Dashboard.

9.3. SchoolsFocus will pay Affiliate Fees on Tracking Codes that are automatically tracked by SchoolsFocus's affiliation system, reported via the Affiliate Dashboard, and requested for withdrawal by the Affiliate. SchoolsFocus will not pay Affiliate Commission Fees unless the Tracking Code is tracked by SchoolsFocus's affiliation system and reported via the Affiliate's Dashboard. SchoolsFocus will not pay Affiliate Commission Fees unless the Affiliate requests for the fund withdrawal from the Affiliate Wallet.

9.4. All payments of Requested Affiliate Commission Fees will be due and payable within seven working days the Withdrawal Request was made, and are paid in Nigerian Naira and United States Dollars only, except as otherwise determined by SchoolsFocus in its sole discretion. Payment will be made through Bank Transfer or Bank Deposit, or any other method chosen by SchoolsFocus, in its sole discretion. Affiliate is responsible to provide SchoolsFocus with full and accurate details as required for it to remit the Affiliate Commission Fees, and shall be solely liable for any delay in payment or non-payment resulting from its failure to duly and timely provide SchoolsFocus with such details.

9.5. In the event of any activity deemed suspicious by SchoolsFocus, at its sole determination, SchoolsFocus may delay payment of the Affiliate Fees to the Affiliate for up to one hundred and eighty-five (185) days to verify the relevant transactions. In the event that SchoolsFocus determines any activity to constitute Fraud Traffic, it shall recalculate or withhold the Affiliate Fees accordingly at its sole discretion. It is hereby clarified that in any event that SchoolsFocus determines that the Affiliate is involved, directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to SchoolsFocus, including without limitation to the SchoolsFocus Site, Tracking Codes and/or Users, SchoolsFocus shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking Codes assigned to such Affiliate inoperative, and immediately block Affiliate access to the Program, with no compensation to the Affiliate. The Affiliate hereby irrevocably waives any claim or demand against SchoolsFocus, its directors, officers, shareholders or employees in respect of such action taken by SchoolsFocus.

9.6. The Affiliate is responsible for the payment of all taxes applicable to the conduct of the Affiliate's business.

10. SCHOOLSFOCUS TRANSACTIONS PROCESSING SERVICES POLICIES AND PRICING.

10.1. Trusted third-party PCI compliant Payment Gateways will process transactions placed by all Users, including Users who used the Tracking Codes from the Affiliate Site to the SchoolsFocus Site. As such, SchoolsFocus does NOT request for or store payment card details anywhere.

10.2. The Payment Gateways as stated in (10.1) above reserve the right to reject transactions that do not comply with any certain reasonable requirements that they may periodically establish.

10.3. SchoolsFocus will not be responsible for any aspects of transactions processing and fulfillment.

10.4. SchoolsFocus will track purchases generated by all Users, including Users referred through the Affiliate Site. To permit accurate tracking, reporting, and Affiliate Fees accrual, the Affiliate shall ensure that Tracking Codes are properly formatted. SchoolsFocus will not be responsible for improperly formatted Tracking Codes.

10.5. SchoolsFocus may change the Subscription Plans pricing, policies and operating procedures at any time consistent with applicable laws. In the event that such changes affect items that Affiliate already has presented on the Affiliate Site, the Ads, resources or any other information provided by Affiliate to third parties in respect with this Agreement and its participation in the Program, Affiliate must track such changes and reflect them in the Affiliate Site or in any other relevant marketing means.

11. AFFILIATION TERM AND TERMINATION.

11.1. The term of the Affiliate's participation in the Program shall commence upon the Company's acceptance of the Affiliate Application and shall end upon provision of a termination notice by either party in accordance with the provisions of this Section 11.2 (the "Affiliation Term").

11.2. Either party may terminate Affiliation Term at any time, with or without cause.

11.3. Subject to Section 11.4 herein, termination of the Affiliation Term will result in the deactivation or deletion of the Affiliate's account or its access to the Affiliate account in the SchoolsFocus Site and Affiliate Dashboard, and the forfeiture and relinquishment of all potential or to-be-paid Affiliate Fees in the Affiliate account.

11.4. Subject to the provisions of Section 8 above, and except as stated otherwise, just before termination of the Affiliation Term, Affiliate will be entitled to receive Affiliate Fees for Referred User accrued during the Term of this Agreement.

11.5. In the event of a material breach of this Agreement by Affiliate, SchoolsFocus may, at its sole and absolute discretion, terminate the Affiliation Term immediately, with or without prior notification, and the Affiliate will not be entitled to receive any unpaid Affiliate Fees, which accrued prior to such termination.

11.6. Upon the termination of the Affiliation Term for any reason, the Affiliate shall promptly remove all Tracking Codes, Ads and other Program related content from Affiliate Site or any other communication means used by the Affiliate. The Affiliate will immediately cease use of, and remove from Affiliate Site, all links to Affiliate Site, and all of Affiliate Marks and all other materials provided by or on behalf of Affiliate to the Affiliate pursuant hereto or in connection with the Program.

11.7. Any provisions of this Agreement that by their express terms do, or by their nature should survive termination of Affiliation Term, shall continue to be in force despite the termination of the Affiliation Term.

12. CONFIDENTIALITY.

12.1. SchoolsFocus may disclose to the Affiliate certain information as a result of the Affiliate's participation in the Program, which information we consider to be confidential (herein referred to as "Confidential Information"). For purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to: (i) any modifications to the terms and provisions of the Program made specifically for the Affiliate or Affiliate Program and not generally available to other customers; (ii) price guidelines, future service releases, trade secrets, know-how, inventions, processes, programs, schematics, data, pricing and discount schedules, customer information, financial information and sales and marketing plans relating to the Company or the Company's services. Confidential Information shall also include any information that SchoolsFocus designates as confidential during the term of this Agreement. Confidential Information shall not include information which is: (a) previously known to the other party without obligation of confidence or without breach of this Agreement; (b) which is publicly disclosed (other than by the Affiliate) either prior or subsequent to the Affiliate's receipt of such information; (c) required to be disclosed by the other party by law or by the order of a court or similar judicial or administrative body.

12.2. Affiliate shall at all times, both during the Term and at all times thereafter, keep and hold such Confidential Information in the strictest confidence, and shall not use such Confidential Information for any purpose other than as may be reasonably necessary for the performance of its duties pursuant to this Agreement, without SchoolsFocus's prior written consent.

13. GENERAL PROVISIONS, RESPONSIBILITIES OF THE AFFILIATE, REPRESENTATIONS AND WARRANTIES.

13.1. Affiliate hereby warrants and represents that he/she is over the age of eighteen (18) and in all respects Affiliate is qualified and competent to enter into this agreement.

13.2. Affiliate will provide accurate and complete details regarding his/its identity and personal details such as: Bank account, address or other required information.

13.3. Affiliate will be solely responsible for the development, operation, and maintenance of Affiliate Site and Affiliate's activities and for all materials related thereto. Affiliate will indemnify and hold Affiliate harmless from all claims, damages and expenses incurred by SchoolsFocus due to any third party claims relating to the development, operation, maintenance, manner and contents of the Affiliate Site or activities.

13.4. Affiliate hereby represents and warrants to SchoolsFocus that materials posted on their Affiliate Site do not violate or infringe upon the rights of any third party, and that materials posted on their Affiliate Site are not libellous or otherwise illegal nor may cause the Affiliate to violate any of its representations and obligations under this Agreement. SchoolsFocus disclaims all liability for all such matters.

13.5. As a condition to Affiliate's participation in the Program, the Affiliate hereby represents and warrants that during the Term of this Agreement, the Affiliate will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority as applicable to the Affiliate, whether those laws are now in effect or later come into effect during the Term of this Agreement.

13.6. This Agreement has been duly and validly executed and delivered by the Affiliate (by acceptance of its terms) and constitutes the Affiliate's legal, valid, and binding obligation, enforceable against the Affiliate in accordance with the terms contained herein.

13.7. The execution, delivery, and the performance by the Affiliate of duties pursuant to this Agreement will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate: any provision of law, rule, or regulation to the extent applicable; any order, judgment, or decree applicable or binding upon the Affiliate's assets or properties; any provision of Affiliate's by-laws or certificate of incorporation, or any agreement or other instrument applicable to Affiliate or binding upon Affiliates assets or properties.

13.8. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by the Affiliate in connection with the execution, delivery, and performance of this Agreement or the taking by the Affiliate of any other action hereunder.

13.9. To the best of the Affiliate's knowledge, there is no pending threatened claim, action, or proceeding against them, or any affiliate thereof, with respect to the execution, delivery, or consummation of this Agreement, or with respect to any intellectual property infringement, and, to the best of your knowledge, there is no basis for any such claim, action or proceeding.

13.10. Affiliate understands that SchoolsFocus may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate sites that are similar to or compete with the Affiliate Site.

13.11. SchoolsFocus has the right, in the Company's sole discretion, to monitor the Affiliate Site at any time and from time to time to determine if the Affiliate is in compliance with the terms of this Agreement. Any deviations from the guidelines and treatment described in this Agreement must be approved in advance and in writing by SchoolsFocus.

14. RELATIONSHIP OF PARTIES.

14.1. SchoolsFocus and the Affiliate are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

14.2. The Affiliate will have no authority to make or accept any offers or representations on the behalf of SchoolsFocus. The Affiliate will not make any statement, whether on their Affiliate Site or otherwise, that reasonably would contradict anything in this Agreement.

15. DISCLAIMERS.

15.1. SchoolsFocus makes no express or implied warranties or representations with respect to the Agreement, the Program, and the information to be delivered pursuant hereto. Including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, trade usage or fitness for a particular purpose.

15.2 SchoolsFocus makes no representation as to any of the information found on the SchoolsFocus Site. The materials on the SchoolsFocus Site and for the Affiliated Sites are provided "As Is" without any express or implied warranty of any kind. SchoolsFocus does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained on the SchoolsFocus Site. Any of the information offered on the SchoolsFocus Site may change at any time with or without notice.

15.3. Should the materials or services provided prove defective and/or cause any damage to equipment or any loss or inconvenience to the Affiliate or anyone claiming through the Affiliate, the Affiliate assumes the entire cost and responsibility for them.

15.4. The Affiliate will indemnify and hold harmless SchoolsFocus, its subsidiaries, officers, employees, agents, and third parties from and against any claims, liabilities, losses, costs, damages or expenses (including attorney's fees) arising, directly or indirectly, in connection with Affiliate's operations or website or out of any disputes between Affiliate and any other party relating to this Agreement or the participation in the Program, the Site(S) or to services provided by SchoolsFocus.

16. LIMITATIONS OF LIABILITY.

16.1. Under no circumstances shall SchoolsFocus, its subsidiaries, officers, directors, employees or suppliers be held liable for any direct or indirect damages and/or losses, to the Affiliate, User, and/or other third party that may arise due to "downtime" and/or availability of the SchoolsFocus Site or the Program. Moreover, SchoolsFocus and its subsidiaries, officers, directors, employees or suppliers shall not be held liable for any losses of any kind that may result due to downtime in the program and/or any other third party's down time.

16.2. Notwithstanding anything to the contrary contained in this agreement, SchoolsFocus, its subsidiaries, officers, directors, employees or suppliers will not be liable to the Affiliate with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability, or other legal or equitable theory for any indirect, incidental, consequential, special, punitive or exemplary damages (including, without limitation, loss of goodwill or actual or anticipated revenue, profits or lost business), even if SchoolsFocus, its subsidiaries, officers, directors, employees or suppliers have been advised of the possibility of such damages.

17. MODIFICATION.

17.1. SchoolsFocus may modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion. Notice of any change by e-mail, to the Affiliate's address as provided to SchoolsFocus, or the posting on our Site of a change notice or a new agreement, is considered sufficient notice to the Affiliate of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available Affiliate Fees, payment procedures and schedules, and Affiliation Program rules.

17.2. Notwithstanding the foregoing Section 17.1, the Referral Fees may be altered, modified or changed by SchoolsFocus, from time to time, in its sole and absolute discretion, provided that SchoolsFocus will notify Affiliate of such change of the Referral Fees. Affiliate Fees earned prior to such change will be paid according to the conditions in effect prior to such changes. Referral Fees earned after such change is in effect will be paid according to the new conditions of the amended Referral Fees effective date at which the payment has been made.

17.3. If any modification is unacceptable to the Affiliate, their sole recourse shall be to terminate this Agreement. The Affiliate's continued participation in the Program following posting of a change notice or a new agreement on the SchoolsFocus Site will constitute a binding acceptance of such change.

18. MISCELLANEOUS.

18.1. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

18.2. The failure of each of the parties to exercise or enforce any right or provision of the conditions and terms of this Agreement shall not constitute a waiver of such right or provision. Any failure on the part of SchoolsFocus to enforce the Affiliate's strict performance of and adherence to any provision of this Agreement will not constitute a waiver of the Company's right to subsequently enforce such provision or any other provision of this Agreement.

18.3. This Agreement constitutes the entire understanding between the parties regarding to specific subject matter covered herein. This Agreement supersedes any and all prior written or verbal contracts or understandings between the parties hereto and neither party shall be bound by any statements or representations made by either party not embodied in this Agreement.

18.4. If any dispute arises in connection with the performance of this Agreement and cannot be amicably resolved, such dispute shall be solely and finally governed by and be construed according to the laws of the Federal Republic of Nigeria, without regard to the conflict of laws provisions thereto. Any dispute arising under or in relation to this Agreement shall be exclusively resolved in the Federal High court, Enugu, Enugu State, Nigeria.

18.5. The rights and obligations of each party hereunder shall inure to the benefit of the respective successors and assigns of the parties hereto, provided that, except as expressly provided herein, the Agreement and any rights or obligations hereunder shall not be assigned or delegated by the Affiliate without the prior written consent of SchoolsFocus (which shall not be unreasonably withheld).

19. INDEPENDENT INVESTIGATION.

19.1. SchoolsFocus encourages the Affiliate to consult with legal and/or financial and/or tax and/or accounting advisors prior to entering the Program.

19.2. The Affiliate acknowledges and agrees that nothing herein and no statement by SchoolsFocus or any of its employee or other person associated with the Company has prevented the Affiliate in any way from seeking such advice before entering into this Agreement.

19.3. The Affiliate has independently evaluated the desirability of participating in the Program and he/it is not relying on any representations or statements other than as set forth in this Agreement.

19.4. The Affiliate has read this agreement carefully and understands it, has had the opportunity to consult with counsel and accept the obligations, which it imposes upon the Affiliate without reservation. The Affiliate has also taken into account the limitation of liability and warranty disclaimer provisions of this agreement prior to accepting this agreement. No promises or representations have been made to the Affiliate to induce their acceptance of this agreement. The Affiliate agrees to the terms of this agreement voluntarily and freely.

Last Updated: March 30, 2018