SERVICE AGREEMENT

Terms of Service

Terms for Elimvia Learning, instructor activities, institutional LMS subscriptions, applications, and related services.

Elimvia Limited • Effective date: 4 November 2026 • Last updated: 4 November 2026

These Terms describe the rules for using Elimvia, including account responsibilities, paid learning, the instructor commission, institution subscriptions and user-content rights.

Mandatory legal rights take precedence. See the applicable order or institutional agreement where relevant.

Contents

1. Agreement, operator and scope
2. Important definitions
3. Eligibility, minors and institutional authority
4. Accounts, passwords and access security
5. Learning courses, enrolment and access
6. Instructor accounts and course responsibilities
7. Learning sales, the 20% platform commission and payouts
8. Institutional LMS services
9. LMS plans, subscription charges and taxes
10. Payment processing and billing disputes
11. Limited licence to use the service
12. Intellectual property and user content
13. Institution Data, data protection and children
14. Acceptable use and user obligations
15. Integrations and third-party services
16. Support, training and service availability
17. Service development and feature status
18. Confidentiality
19. Suspension, restrictions and termination
20. After cancellation or termination
21. Disclaimers and educational responsibility
22. Liability and mandatory protections
23. Governing law and disputes
24. Updates, notices and contact
25. Institutional personal-data processing framework

1. Agreement, operator and scope

These Terms of Service (Terms) govern access to the Elimvia public website, Elimvia Learning, the Elimvia LMS family of institutional services, related web or mobile applications, and associated support supplied by Elimvia Limited (Elimvia, we, us).

The person or organisation accepting the Terms is you. By registering, buying an offering or using a service to which these Terms are presented, you agree to them. If you represent an institution, you confirm you have authority to act for it. If an order form, written institutional agreement or in-product terms specifically cover a feature, those additional terms also apply; any conflict is resolved as stated in the relevant agreement.

Mandatory rights and protections under applicable law take precedence over any inconsistent provision here.

2. Important definitions

Learning means Elimvia's online learning marketplace and course tools. Instructor means a person or organisation offering learning content or tutoring using Learning. Learner means a person enrolled or participating in a course. Institution means a school, training provider or other organisation using an LMS environment.

Institution Data means records submitted to or maintained in an LMS by an institution and its authorised users, potentially including learner, guardian, assessment, attendance, financial or staff records. User Content means course materials, submissions, messages, documents and other material uploaded by users. Order means a checkout, subscription, service quotation or other accepted purchase record.

3. Eligibility, minors and institutional authority

Adults may open accounts subject to applicable registration requirements. An account used by a child must be created, authorised or supervised as appropriate by a parent, guardian or responsible educational institution, with additional protection for children's personal data.

Institutional administrators must be duly authorised. An institution is responsible for deciding which pupils, guardians, instructors and staff may access its records, assigning appropriate permissions, and meeting its own education, employment and data-protection duties.

4. Accounts, passwords and access security

You must provide accurate registration information, keep credentials confidential, use the account only as authorised and promptly notify support@elimvia.com if you suspect unauthorised use.

Accounts may have different roles. Administrators are responsible for inviting and removing users, reviewing access privileges and securing devices. Each LMS service can use its own sign-in system and records; access to one level does not automatically confer access to another. We may use verification, security checks, sessions or account-recovery mechanisms to protect users.

5. Learning courses, enrolment and access

Elimvia Learning may make free or paid courses, lessons, assessments, downloadable materials or other digital education resources available. The description, price, instructor, access period and any prerequisites displayed for a particular offering at checkout form part of the relevant order.

Completing a course does not itself guarantee professional licensing, government recognition, employment, admission or an accredited qualification unless the specific offering expressly and accurately states otherwise. Learners are responsible for suitable devices, internet connectivity and academic integrity.

6. Instructor accounts and course responsibilities

Instructors are responsible for the accuracy, safety, originality, permissions and lawful use of their course materials, including third-party media, learner assessments and marketing claims. They must not claim credentials, certification authority or affiliations they do not possess.

Where an instructor-publishing workflow is available, Elimvia may review, request edits to, restrict or remove content that violates these Terms or published content standards. Review does not mean Elimvia guarantees educational outcomes or endorses every claim. Instructors must handle learner communications professionally and protect any information obtained through the platform.

7. Learning sales, the 20% platform commission and payouts

The standard Elimvia Learning platform commission is 20% of an eligible instructor course sale, with the remaining 80% attributable to the instructor before any applicable and separately disclosed taxes, transaction costs, reversals, refunds, chargebacks or agreed adjustments.

The sale amount, eligibility, settlement currency, timing and available withdrawal methods depend on the relevant checkout and instructor or payout terms. Pending, refunded, reversed, disputed or fraudulent transactions may be excluded or adjusted. We will not promise a specific payout date unless it is shown in the applicable terms. Instructors are responsible for their own tax and regulatory obligations unless law requires us to act otherwise.

8. Institutional LMS services

Elimvia LMS provides institution-oriented management tools, with separate environments for supported education or training levels. Features, academic configuration, storage and access entitlements vary by the purchased package and environment.

An institution is responsible for accurate admissions, class records, assessment decisions, fee settings, communications and the lawful collection and use of learner and staff information. System-generated reports are aids to administration and do not replace institutional review, government submissions or statutory compliance. Specific academic features must be verified within the subscribed environment.

9. LMS plans, subscription charges and taxes

Current LMS package information is presented at https://lms.elimvia.com/#pricing. The price, billing interval, capacity, renewals, optional add-ons and any trial applicable to a subscription are those disclosed in the checkout, invoice, confirmation or written institutional agreement.

If auto-renewal applies, it should be disclosed when purchased. A cancellation request generally prevents future renewal according to the applicable billing terms; it does not automatically reverse amounts already paid or erase lawfully held records. Prices may be subject to applicable Kenyan taxes and other disclosed charges. The Elimvia public landing page is not a binding quotation for LMS packages.

10. Payment processing and billing disputes

Payments may be processed through supported mobile money, card, bank or other third-party payment channels. We may store transaction references, payment status and billing records necessary for fulfilment and accounting; sensitive payment credentials are processed by their respective providers where applicable.

Please report duplicate, incorrect or potentially unauthorised payments promptly. Refund requests are reviewed under the separate Refund and Cancellation Policy and applicable law. Users must not initiate deceptive disputes or attempt to bypass valid charges.

11. Limited licence to use the service

Subject to these Terms, payment of applicable fees and continuing access rights, Elimvia gives each authorised user a limited, non-exclusive, non-transferable right to use the relevant service for legitimate learning, teaching or institutional purposes during the authorised period.

You may not sell, sublicense, scrape, copy or reverse engineer non-public software, bypass access limits, resell institutional subscriptions or distribute paid course materials without applicable permission, except where law expressly permits.

12. Intellectual property and user content

Elimvia Limited or its licensors retain rights to the platform software, design, trademarks, site content and documentation. Instructors, institutions and learners retain rights in their own original content, subject to rights they grant others and any applicable law or institution policy.

By submitting User Content, you grant Elimvia a limited right to host, store, transmit, render, back up and otherwise process it only as reasonably needed to operate the requested features, comply with lawful requirements and support users. For publicly offered courses, instructors also authorise the display and permitted delivery of their materials to enrolled learners.

You warrant that you have necessary rights to submit the material. Do not upload confidential, copyrighted or personal information without authority.

13. Institution Data, data protection and children

Where an institution decides the purposes and means of processing learner or staff information, it is ordinarily the data controller for those records; Elimvia may process them on its documented instructions, subject to the parties' roles and any signed data-processing agreement. For Elimvia-managed website accounts, billing, security and support data, Elimvia may act as controller.

Institutions must have lawful authority to process children's information, communicate appropriate notices to parents or guardians, control user permissions and avoid collecting unnecessary sensitive data. The Privacy Policy explains how Elimvia handles personal data and rights requests. A separate written data-processing agreement should be completed where required.

14. Acceptable use and user obligations

You must comply with applicable law, institution policies and instructions for the features you use. You must not:

- Use the platform for fraud, harassment, discrimination, exploitation, unlawful surveillance or academic dishonesty.
- Upload malware, infringing material, unlawful personal data or content endangering children.
- Try to gain access to another user's account, institution, API, payments, database or backend.
- Scrape, overload, interfere with or test security controls without prior written authorisation.
- Misrepresent certification, affiliation, student grades, results or the origin of digital content.
- Share accounts, store passwords insecurely or circumvent licensed capacity restrictions.

15. Integrations and third-party services

The platform may link to payment providers, app stores, video or content hosts, messaging, analytics and other independently operated systems. Their separate terms, availability, fees and privacy practices may apply.

Unless explicitly agreed, Elimvia does not control or guarantee third-party systems, content or payment settlement. If an external service becomes unavailable, we may offer a reasonable alternative where feasible.

16. Support, training and service availability

Support is provided through the channels and hours advertised for the relevant product or in a signed service agreement. Setup, migration, training, integrations and other professional work may require a separate quotation and scope of work.

We aim to maintain reliable access but do not promise uninterrupted availability. Security incidents, maintenance, hosting problems, internet interruptions or third-party outages may affect access. If a material service failure occurs, remedies are assessed under the relevant agreement, Refund and Cancellation Policy and applicable law.

17. Service development and feature status

Elimvia may improve, change, retire or test features for security, operational or educational needs. Feature roadmaps, demonstrations, drafts and marketing descriptions are not a guarantee that unreleased functionality is available.

Material changes affecting paid access will be communicated reasonably where practicable. An institution should validate required modules before purchasing and retain appropriate records of critical reports or exports.

18. Confidentiality

Each party should protect information clearly marked confidential or reasonably understood to be confidential and use it only for the relevant service or contractual purpose. Disclosure may be required by law or to authorised personnel and providers bound by suitable safeguards.

This obligation does not generally cover lawfully public information, information already independently known, or information developed without using confidential materials.

19. Suspension, restrictions and termination

We may restrict or suspend accounts to respond to security threats, non-payment, serious policy breaches, unlawful content or lawful instructions. Where practicable, we will explain the reason and provide an opportunity to resolve an issue; urgent safety or security circumstances may require immediate action.

You may close an account or request cancellation according to its product’s workflow or by contacting support. An institution’s end of subscription may limit features or access; any data-export or retention arrangements are governed by its agreement and applicable law.

20. After cancellation or termination

Termination does not automatically cancel amounts already properly due, resolve outstanding refunds or immediately destroy records subject to a lawful retention obligation. We may retain or delete records only in accordance with the Privacy Policy, applicable contracts and legal requirements.

Before access ends, institutions should arrange permitted data exports and offboarding. Elimvia will assist with reasonable requests where technically available and contractually agreed. Content licences intended to survive use of the service survive only to the extent necessary and lawful.

21. Disclaimers and educational responsibility

Services are provided with the care and skill required by applicable law, but not every function or outcome is guaranteed. Educational results, certification decisions, examination outcomes, availability of instructors and regulatory approval depend on factors outside software alone.

No provision excludes a warranty, remedy or other right that cannot lawfully be excluded. Where law permits, any additional warranties not expressly agreed are disclaimed.

22. Liability and mandatory protections

Neither party seeks to exclude liability for fraud, deliberate misconduct or other liabilities that law does not permit to be limited. Each party remains responsible for losses it causes through its own unlawful or negligent conduct to the extent imposed by law.

For business contracts, any agreed financial cap or exclusion must appear in the relevant written commercial agreement; this website does not impose an unexplained blanket limit on statutory consumer or data-protection rights. Unreasonable or unforeseeable losses may be addressed under applicable legal principles.

23. Governing law and disputes

These Terms are governed by Kenyan law, subject to any mandatory rights or rules that apply to users in other jurisdictions. Parties should first raise a written dispute with support@elimvia.com, describing the account, transaction and desired remedy.

If the issue remains unresolved, the parties may use competent courts or any lawful dispute-resolution or regulatory complaint mechanism available to them. This clause does not prevent a data subject from complaining to the Office of the Data Protection Commissioner.

24. Updates, notices and contact

We may revise these Terms to reflect legal, product, pricing or security changes. The updated version and its effective date will be posted here; material changes to active services will be communicated through appropriate channels where required.

Elimvia Limited • Website: https://elimvia.com • General and legal enquiries: support@elimvia.com. See our Privacy Policy and Refund and Cancellation Policy for related matters.

25. Institutional personal-data processing framework

Where Elimvia acts as a processor for an institution, the institution determines authorised purposes, record categories, lawful bases and permitted users. Elimvia processes institution records to deliver contracted services and on documented instructions, including hosting, maintaining, securing and supporting the service.

A separate data-processing agreement should specify the subject matter, duration, data subjects and records, authorised sub-processors, confidentiality, safeguards, breach cooperation, cross-border transfers, assistance with rights requests, audits and deletion or return of personal data at end of service. This website summary does not replace the signed instrument required where applicable.

Related policies and support: Terms • Privacy • Refunds • support@elimvia.com