



TERMS AND CONDITIONS

1. Background

The Exquis Trains is a for-profit educational organization focused on providing training on different aspects of information technology through its various online course tracks.

The participant has opted-in to leverage on the training services provided under the training programme and has agreed to be bound by the terms and conditions in this agreement.

This agreement will now set out the terms and conditions guiding the relationship between the participant and Exquis Trains training programme.

2. Service Fees

- 2.1. The fees applicable to this programme are as set out in the pricing page for each track. This fee is charged as the cost of tuition only to authorize participation in the programme.
- 2.2. The amount paid under this programme is not refundable under any circumstance.

3. Guiding Rules for participation

The participant agrees to comply with the rules and regulations guiding participation in the programme. The rules are as set out as follows:

- a. Participants must not submit false credentials or means of identification.
- b. Participants must behave with decorum in all virtual classrooms, meetings, groups, communities etc. and not disrupt virtual spaces connected to Exquis Trains with disruptive behavior.
- c. Participants must never engage in any form of malpractice during any assessment across the course of the programme.
- d. Participants are mandated to make satisfactory progress in learning during the course of the program. Participants who fail to make satisfactory progress in the programme may be withdrawn from the programme.
- e. Sexual harassment is unacceptable and can lead to termination of the service agreement.
- f. The use, sale or possession of illegal drugs in the online classroom, community or online spaces that are connected to Exquis trains are prohibited.

Failure to comply with the rules as set out above may result in termination of a candidate's participation in the programme.

4. Termination and Withdrawal

Participation in the Exquis Trains program can be terminated by:

- a. Expulsion by the program management for breach of its rules and regulation and;
- b. Voluntary withdrawal from participation by a participant to the program.

4.1. Termination

Where a participant breaches any of the rules and regulations as provided in clause 3 of this terms and conditions. The management of the program reserves the right to expel such participants from the programme as provided in clause 3.

4.2. Withdrawal

A participant is at liberty to withdraw from the programme at any he or she deems necessary.

5. Notice

Any notice or other communication to be given under this Agreement shall be in writing and shall be delivered by electronic mail, hand or courier service at the address below or to such other address as may be notified in writing from time to time by such Party to the other; The addresses for service of any notice hereof shall be:

Exquis Trains LLC
12801 N Central Expy Suite 1550, Dallas, TX 75243, United States
Email: abubakri@exquistrains.com

6. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America without regard to conflict of law principles thereunder.

7. Dispute Resolution

Any dispute, claim or controversy arising out of, relating to, or in connection with this Agreement, including with respect to its existence, validity, interpretation, breach, enforceability or termination or any dispute regarding any non-contractual obligations arising out of or in connection with it (a "Dispute"), that cannot be resolved amicably by the Parties within 30 (thirty) days shall be commenced exclusively in the state and federal courts sitting in the United States of America. The provisions contained in this clause shall survive the termination, expiration or invalidity of this Agreement.

8. Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter.

9. Amendments and Waivers

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

10. Successors and Assigns

Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties will be binding upon the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Exquis Train LLC may assign any of its rights and obligations under this Agreement.

No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of Exquis Train LLC.

11. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

12. Construction

Agreement is the result of negotiations between, and has been reviewed by, each of the parties and their respective counsel if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties.

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.