SEP-AFRICA

Scholarship Programme Policy and Use Agreement

How the SEPAfrica scholarship platform works, what students and funders each commit to, how money moves, and how disputes are resolved.

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Ado Prudent Limited, trading as SEPAfrica (Social Entrepreneur Programme Africa)

1. Introduction

This Scholarship Programme Policy and Use Agreement ("Agreement") governs use of the SEPAfrica scholarship platform (the "Platform"), operated by Ado Prudent Limited, trading as SEPAfrica (Social Entrepreneur Programme Africa) ("SEPAfrica", "we", "us").

The Platform connects students enrolled at public tertiary institutions across Africa with funders willing to pay tuition on their behalf. By creating an account, or by continuing to use the Platform, you agree to this Agreement and to the Privacy Policy, which forms part of it.

Students may be resident in any African country in which we list institutions. Funders may be resident anywhere in the world. Because the Platform operates across many jurisdictions at once, some obligations in this Agreement depend on where you are; those are set out under Operating Across Borders below.

If you do not agree, do not create an account and do not use the Platform.

2. Definitions

- "Student" means an individual who registers to seek tuition support through the Platform.
- "Funder" means an individual, organisation, foundation or institution that registers to provide tuition support through the Platform.
- "Institution" means a tertiary institution listed in the Platform's directory, including universities, polytechnics, monotechnics, colleges of education and nursing schools.
- "Registrar" means the officer of an Institution responsible for confirming a Student's enrollment.
- "Scholarship Call" means a published offer by a Funder to fund a stated number of Students against stated criteria.
- "Award" means a Funder's decision to fund a particular Student, followed by payment.
- "Wallet" means the record of a Student's own bank account details held on the Platform for the purpose of receiving an Award.
- "Payment Partner" means a licensed payment institution used to collect and disburse funds, currently Flutterwave and, in territories Flutterwave does not serve, Wise.

3. Eligibility

- Students must be currently enrolled at a recognised public tertiary institution in Africa and must be able to have that enrollment confirmed by their Institution's Registrar.
- Students must be of the age of majority in their country of residence, or must have the consent of a parent

or legal guardian, who accepts this Agreement on their behalf.

- Funders may be individuals, organisations, foundations or institutions, resident in any country, and must be legally capable of entering into a binding contract. Where acting for an organisation, you must be authorised to bind it.
- Funders must be able to satisfy the identity, source-of-funds and sanctions checks required by our Payment Partners and by applicable law.
- We may decline, suspend or close any account where eligibility cannot be established, or where accepting funds would place us or a Payment Partner in breach of law.

4. Operating Across Borders

The Platform serves students across the African continent and funders anywhere in the world. That has consequences you should understand before you use it.

- Whoever and wherever you are, your contract is with Ado Prudent Limited, a company established in Nigeria. See Governing Law and Dispute Resolution and Arbitration below.
- For Students: institutions are listed by country, and recognition of an institution on the Platform is not a statement about its accreditation status under your national law. You remain responsible for complying with your own country's rules on receiving funds from abroad, and for any tax or exchange-control obligation that applies to you.
- For Students: payment rails differ by country. Where our primary Payment Partner cannot settle to your territory, an alternative rail is used, which may take longer and may apply different charges. You may hold only one payout method at a time.
- For Funders outside Africa: you are paying a Nigerian company, which then has funds settled by a licensed Payment Partner to students in their own countries. Your payment is a cross-border transaction and may be reviewed by your own bank or card issuer.
- For Funders outside Africa: we are not a registered charity in your country. Payments made through the Platform are not donations to a tax-exempt body, we do not issue tax receipts, and nothing on the Platform should be treated as advice that a payment is deductible. Take your own advice.
- For all Funders: we and our Payment Partners screen against applicable sanctions lists. We cannot accept funds from, or make payments to, a person or territory subject to sanctions that bind us or our Payment Partners, and we may freeze a payment while a check is completed.
- Amounts are stated in United States dollars. Your bank or card issuer sets the conversion rate and may add its own charges, so the amount debited in your own currency will differ from the dollar figure shown.
- Where your national law gives you mandatory consumer or data protection rights that cannot be contracted away, this Agreement does not attempt to remove them.

5. Accounts, Accuracy and Security

You must provide accurate information when registering and keep it current. Scholarship decisions and payments are made on the strength of what you tell us, so inaccurate information causes real harm to other users.

You are responsible for keeping your password confidential and for all activity under your account. Tell us immediately if you believe your account has been accessed by someone else.

- Each person may hold one Student account and one Funder account at most, and may not hold both simultaneously without our written agreement.
- Accounts are personal and may not be sold, shared or transferred.
- We may suspend or terminate an account, withhold an Award, and report the matter to the relevant Institution or authority where we find fraud, impersonation or material misrepresentation.

6. Studentship Verification

Verification is the core of the Platform. A Student's enrollment is confirmed by their Institution's Registrar, not by SEPAfrica and not by the Student.

- When a Student requests verification, we email their Institution's Registrar a single-use, time-limited link. That email identifies the Student by name and Institution only.
- The enrollment details a Student has given us — course, level, matriculation number, admission and expected graduation years — are shown to the Registrar on the linked page, not sent by email.
- Where our directory holds no contact for an Institution, a Student may supply their Registrar's official address. Where we hold the Institution's domain, the address given must be on that domain. Personal email addresses cannot be used to verify a studentship.
- A Registrar who confirms an enrollment is confirming that factual position only. Confirmation does not commit the Institution to anything and is not a recommendation of the Student.
- Verification expires at the end of the calendar year of the Student's stated graduation. Students who remain enrolled after that date must request verification again.
- Because verification expiry depends on it, a Student's graduation year can only be changed by SEPAfrica, on request and on production of evidence of current enrollment.
- Submitting a Registrar contact that is not genuinely the Institution's, or arranging for a person other than the Registrar to confirm an enrollment, is a serious breach of this Agreement and will result in immediate suspension.

7. Scholarship Calls and Awards

- A Funder publishes a Scholarship Call stating the number of Students, the country, the target Institutions, any academic criteria, and an application deadline.
- A Scholarship Call closes automatically at the end of its deadline date. A Funder may also close a Call early, or extend the deadline, from their dashboard.
- Students apply to open Calls. Applying creates no entitlement to an Award.
- A Funder may save, decline or award any application at their discretion, subject to applicable non-discrimination law. SEPAfrica does not select recipients on a Funder's behalf.
- A Funder may not require anything of a Student in exchange for an Award beyond continued enrollment and the reasonable reporting described in this Agreement. Awards must never be conditioned on personal services, employment, repayment, religious or political affiliation, or any personal relationship.
- SEPAfrica may decline to publish or may withdraw any Scholarship Call whose terms are unlawful, discriminatory, or inconsistent with the purpose of the Platform.

8. Payments, Custody and Fees

How a payment reaches a Student depends on where they bank. In most cases SEPAfrica never holds the money: a Funder's payment is collected by our Payment Partner, which splits each Student's share at the point of payment and settles it directly to that Student's own bank account, leaving only our service charge to SEPAfrica.

Where our Payment Partner cannot settle to a Student's territory, that split cannot be made. That Student's tuition is collected together with the rest of the batch and is received by SEPAfrica, which then remits it to the Student's registered bank account by international transfer. In those cases SEPAfrica holds the money in transit. We hold it for the Student, we do not treat it as ours, and we remain responsible for remitting the whole of it. We tell a Funder at checkout which of their selected Students will be paid this way.

Charges are added to what a Funder pays. They are never taken out of what a Student receives. A Funder's

total at checkout is the tuition for the Students they are awarding, plus the SEPAfrica service charge, plus whatever our Payment Partner adds for processing the payment. Each Student's share is fixed at the Award amount and settled in full, so a Student is due the whole of what their Funder awarded them.

- A Funder pays once for a batch of Awards: the total tuition, plus the SEPAfrica service charge.
- The service charge is USD 50 per payment, however many Students that payment funds, plus 7.5% of any tuition above USD 10,000 in that payment. The percentage applies only to the amount above USD 10,000, so a payment of USD 10,000 or less carries the flat USD 50 and nothing further.
- A tuition Award is a minimum of USD 100 per Student. Scholarship Calls ordinarily suggest USD 100 to USD 200, but a Funder may choose to award more.
- A Student must have an active Wallet — their own verified bank account — before an Award can be paid to them.
- Students may register any bank account they lawfully control. In territories our primary Payment Partner cannot settle to, payment is made by SEPAfrica through an alternative rail and may take longer.
- SEPAfrica does not deduct its own costs from an Award. What a Funder pays for a Student is what we send that Student.
- What a Student's own bank does with the money once it arrives is not something we control. A receiving bank's charges, the exchange rate it applies, and any tax owed locally are matters between the Student, their bank and their tax authority, and may mean the sum credited to their account differs from the Award.
- SEPAfrica is not liable for delay or failure caused by a Payment Partner, a bank, or incorrect account details supplied by a Student. This does not limit our responsibility to remit tuition we are holding under the paragraph above.
- Service charges are earned when a payment is processed and are not refundable, except where an Award fails entirely through our fault.

9. Use of Funds

- Students must apply Awards to tuition and directly related academic costs.
- Students must not solicit payment outside the Platform from any Funder they encounter through it.
- A Student who ceases to be enrolled before an Award is disbursed must tell us promptly; the Award may be withdrawn.
- We may ask a Student for evidence of how an Award was applied, and may share that evidence with the Funder who paid it.
- Misapplication of an Award may result in suspension, exclusion from the Platform, and notification of the Student's Institution.

10. Acceptable Use

- Do not provide false, misleading or another person's information.
- Do not attempt to interfere with verification, payment or identity checks.
- Do not use the Platform to solicit loans, employment, donations for other causes, or any relationship other than a tuition scholarship.
- Do not contact another user for any purpose unrelated to a Scholarship Call, and do not contact a Registrar for any purpose other than verification.
- Do not scrape, copy or redistribute the Institution directory or any other user's information.
- Do not attempt to access accounts, data or systems you have not been granted access to.

11. Funder Conduct and Information Access

Funders reviewing applications are shown a Student's course, level, Institution, expected graduation, verification status, and the Registrar's official contact details, so that a Funder may confirm a studentship independently.

- Funders are never shown a Student's bank account or Wallet details.
- A Funder may use what they are shown only to assess and administer that application. It may not be used for marketing, resale, profiling, or any unrelated purpose.
- A Funder contacting an Institution must do so professionally and must not disparage or pressure a Student.
- A Funder who publishes a Scholarship Call is identified publicly by their organisation or personal name.

12. Content, Names and Publicity

- You retain ownership of what you submit, and grant SEPAfrica a licence to use it as needed to operate the Platform.
- Awarded Students may be identified by first name, Institution and course on public pages celebrating awards. A Student may ask us to stop this at any time.
- Funders' organisation names, and the details of their Scholarship Calls, are public by design.
- SEPAfrica's name, logo and materials remain ours and may not be used without written permission.

13. Availability and Changes to the Platform

The Platform is provided on an "as is" and "as available" basis. We may change, suspend or discontinue features, and we do not guarantee uninterrupted access.

Parts of the Platform are translated by machine. Translations are provided for convenience; the English text is authoritative, including for this Agreement.

14. Limitation of Liability

SEPAfrica is an intermediary. We do not guarantee that any Student will receive an Award, that any Funder will pay, that any Institution will respond to a verification request, or that any Student will complete their studies.

A Scholarship Call is an invitation to apply, not an offer or a promise of funding, and publishing one commits SEPAfrica to nothing. A Student is not entitled to an Award by applying, by being shortlisted, or by being selected. Whether a Call is funded at all, in part, or not at all is the Funder's decision, and SEPAfrica does not fund, underwrite, guarantee or advance any Award. Where a Funder does not pay, pays late, pays for fewer Students than their Call described, withdraws a Call, or abandons it, SEPAfrica is not liable to any applicant for the Award they did not receive or for anything they did in expectation of it.

Except where SEPAfrica is holding tuition in transit as described under Payments, Custody and Fees, tuition does not pass through SEPAfrica's hands and we are not a party to the payment. We do not control our Payment Partner's systems, banking rails, correspondent banks, or the timing of settlement, and we are not liable for their acts, omissions, delays or failures.

To the fullest extent permitted by law, SEPAfrica is not liable for indirect or consequential loss, loss of opportunity, or loss of expected funding. Our total liability to any user in any twelve-month period is limited to the service charges that user paid us in that period, or USD 100, whichever is greater.

Nothing in this Agreement excludes liability for fraud, for death or personal injury caused by negligence, or for anything else that cannot lawfully be excluded.

15. Suspension and Termination

- You may close your account at any time by contacting us. Closure does not reverse payments already made.
- We may suspend or terminate an account for breach of this Agreement, for suspected fraud, or where required by law or by a Payment Partner.
- Where we suspend an account, we will tell you why unless doing so would prejudice an investigation or breach a legal obligation.
- Records we are required to keep — including payment records and records of what you agreed to — survive account closure. See the Privacy Policy for retention periods.

16. Dispute Resolution and Arbitration

- Raise any dispute with us first, at scholarships@sepafrica.com. We will attempt to resolve it through internal mediation within 30 days.
- If mediation does not resolve it, the dispute shall be referred to binding arbitration under the rules of the Lagos Court of Arbitration, before a single arbitrator.
- The seat of arbitration shall be Lagos, Nigeria, and the proceedings shall be conducted in English.
- Each party bears its own costs unless the arbitrator directs otherwise. The award is final and enforceable in any court of competent jurisdiction.
- Disputes are resolved individually. Neither party may bring a claim as a representative of, or on behalf of, a class of other users.
- Nothing here prevents either party from applying to a court for urgent interim relief, or prevents you from bringing a complaint to a data protection or consumer authority where the law gives you that right.

17. Amendments

We may update this Agreement at any time and at our discretion. Each version carries a version identifier and an effective date, and the version in force is always published on the Platform alongside every earlier one.

An updated version takes effect when it is published and is binding from that date. We will tell you when a new version is published, by email and on your dashboard. Continuing to use the Platform after that notice is your acceptance of the updated version. We may also ask you to accept it expressly before continuing, and where we do, that acceptance is recorded against the version you were shown. If you do not wish to be bound by an updated version, you must stop using the Platform.

An update does not change the terms that applied to an Award already paid for, and does not apply retrospectively to anything already done under an earlier version. Where the law of your own country requires your express agreement to a particular change, we will ask for it.

18. Governing Law

This Agreement is governed by the laws of the Federal Republic of Nigeria, without regard to conflict of law principles. Where you are a consumer resident elsewhere, you keep the benefit of any mandatory protections of your own country's law.

19. Contact

Ado Prudent Limited, trading as SEPAfrica (Social Entrepreneur Programme Africa). Questions about this Agreement: scholarships@sepafrica.com.