

# TOP QUEST CONSULTANTS LTD TERMS AND CONDITIONS.

Effective date: 11/1/2024

Welcome to Top Quest Consultants Ltd. Before you proceed to explore our website, please take a moment to review the following terms and conditions carefully. By accessing or using our website, you acknowledge that you have read, understood, and agree to be bound by these terms.

These terms and conditions outline the rules and regulations for using Top Quest Consultants Ltd's website. By accessing this website, we assume you accept these terms and conditions in full.

The website is always accessible (24/7) and operates around the clock. However, it is important to note that access may experience delays or interruptions due to force majeure events, slow network connections, or site overloads. Continuous access to the Site cannot be assured, as Top Quest Consultants Ltd reserves the right to conduct preventive or corrective maintenance, which maytemporarily impact accessibility.

# **USER RESPONSIBILITIES**

# User Obligations and Guidelines for Website Access:

Upon entering and utilizing this Website, users acknowledge and agree to adhere to the following regulations:

## 1. Lawful and Ethical Conduct

Users must refrain from transmitting or disclosing any information that is illegal, unethical, or against public policy through this platform.

## 2. Prohibited Activities

Users are strictly prohibited from unauthorized downloading, conducting DDoS attacks, misappropriating Site information, attempting to circumvent or damage security devices, engaging in phishing activities, or making fraudulent intrusions into this website's infrastructure.

## 3. Compliance with Terms

Users are obligated to utilize the Site in a manner consistent with the outlined terms of use. Any actions that may compromise the integrity or availability of the website, as well as the interests and exclusive rights of the website owner, are strictly forbidden.

## 4. Responsible Usage

Users are expected to responsibly and ethically use the features and services provided by the website, ensuring that their actions do not disrupt the overall functionality or infringe upon the rights of others.

## 5. Report Violations

Users are encouraged to promptly report any violations or suspicious activities they become aware of while using the Website to the designated contact point.

# INTELLECTUAL PROPERTY

## 1. Ownership and Protection

The Site and all its components, including but not limited to source code, texts, images, photos, graphics, data, information, architecture, software, databases, domain name, trademarks, and logos,



are protected by intellectual property laws and are the exclusive property of Top Quest ConsultantsLtd or are used under proper authorization.

## Limited Usage Rights

Consulting the Site does not grant users any transfer, license, or authorization to reuse its content. Reproduction, representation, extraction, modification, dissemination, or exploitation of the Site or its elements is strictly prohibited without prior written authorization from Top Quest ConsultantsLtd.

## **Modification Rights**

Top Quest Consultants Ltd reserves the right to modify Site content without prior notice.

## **Photographs Credit**

Photographs on the Site credited to Top Quest Consultants Ltd are subject to copyright protection.

## 2. Liability

## Information Disclaimer

Information provided on the Site is offered "as is" without any warranties, express or implied. TopQuest Consultants Ltd assumes no responsibility for the use of this information.

## Limitation of Liability

Top Quest Consultants Ltd disclaims liability for any damages, whether direct or indirect, arising from the use of the Site and its information.

## Security Disclaimer

Top Quest Consultants Ltd is not liable for any viruses, malware, or spam that may result from consulting the Site.

3. External Websites

Disclaiming

Responsibility

Top Quest Consultants Ltd explicitly disclaims responsibility for the content of external websiteslinked to the Site.

## User Responsibility

Users are solely responsible for their use of external websites linked to the Site.Users should exercise caution and discretion when navigating external websites.

# **PRIVACY POLICY**

Please review our Privacy Policy, which outlines how we collect, use, and disclose information aboutour users.

## PAYMENTS AND FEES

Payment Modalities:

Users are afforded the opportunity to remit payments through Bank Deposits or Mpesa using the following account details:

- Account Name: Top Quest Consultants Limited

- Account Number: 1200165845
- Bank: Kenya Commercial Bank Jogoo Road Branch
- SWIFT CODE: KCBLKENX
- M-PESA PAYBILL NO.: 4073813
- M-PESA ACCOUNT NO .: Participant's Name



Kindly forward a copy of the banking slip or payment details to info@topquest.co.ke.

Top Quest Consultants implements varied rates corresponding to the specific course provided. Interested parties are encouraged to contact info@topquest.co.ke to obtain a quotation based on their service requirements.

## **REFUND POLICIES AND PROCEDURES**

Refunds are facilitated within a 30-day window from the date of purchase. Users seeking a refund must initiate contact with customer support, providing the reason for the refund and pertinent details.

## JURISDICTION AND APPLICABLE LAWS

Dispute resolution jurisdiction and applicable laws are governed by Kenyan law. Any legal disputes arising will fall under the exclusive jurisdiction of the courts in Nairobi city.

# LIABILITY AND DISCLAIMERS

## Limitations of Liability

The website assumes no responsibility for indirect, incidental, or consequential damages. The total liability for any claim arising from the website's use is restricted to the amount paid by the user.

## Information Accuracy Disclaimer

Information disseminated on the website is intended for general informational purposes only. The website does not guarantee the accuracy, completeness, or timeliness of any information.

# **CHANGES TO TERMS**

# **Modification Authority**

The website can amend the terms and conditions at its discretion. Modifications take immediate effect upon posting on the website.

## User Notification of Changes

Users will be notified of any alterations through email or a conspicuous notice on the website.

## **CONTACT INFORMATION**

For inquiries or concerns, users may contact customer support at info@topquest.co.ke or via phone at +254748837332. Customer support endeavors to respond within 48 hours, with allowances for potential delays during holiday seasons.