

## Terms and Conditions, Privacy Policies and Website Disclaimer

### Authentic By Magoma

Last Updated: March 2026

#### 1. Introduction

Welcome to **Authentic By Magoma** (“ABM”, “we”, “our”, “us”). These Terms and Conditions govern the use of our website, digital products, coaching services, and educational materials available through:

- associated welcome and landing pages, sales pages, and digital platforms.

By accessing or purchasing any products or services offered by Authentic By Magoma, you agree to be bound by these Terms and Conditions.

If you do not agree with these Terms, you should not use the website or purchase our services.

#### 2. Nature of the Services

Authentic By Magoma is a **digital education, coaching, and media platform** providing structured frameworks and guidance related to career positioning, personal branding, and professional development.

Our products, including the **ABM 360° Blueprint**, provide:

- Educational guidance
- Strategic frameworks
- Personal and Professional development tools
- Coaching insights based on the founder’s professional experience, research, and knowledge.

All content is provided **for educational and informational purposes only**.

#### 3. Results Disclaimer

Authentic By Magoma provides educational tools, strategic frameworks, and guidance intended to support personal and professional development. While the ABM 360° Blueprint and related materials are informed by the founder’s experiences, knowledge, and proven methodologies, **individual results are not guaranteed**.

Outcomes may vary depending on several factors including, but not limited to:

- individual effort and commitment
- personal circumstances
- market conditions
- professional background
- consistency in implementing the guidance provided.

By purchasing or accessing any products or services offered by Authentic By Magoma, users acknowledge that they are **solely responsible for how they apply the information provided** and that Authentic By Magoma makes **no guarantees regarding specific career, financial, employment, or**

**professional opportunities or outcomes.** The materials provided are intended as **guidance tools and strategic frameworks**, not as guarantees of results.

#### **4. Digital Product Access**

Upon successful purchase, customers receive **digital access** to the materials purchased through our online platforms.

Access may include:

- digital guides
- frameworks
- training materials
- coaching resources
- community access where applicable.

Authentic By Magoma reserves the right to **update, modify, or improve digital materials** periodically.

#### **5. No Refund Policy**

Due to the **digital nature of the products**, all purchases are **final**.

Once access to a digital product has been granted, **no refunds, exchanges, or cancellations will be issued**, except where required by applicable law.

By completing a purchase, the user acknowledges and agrees to this policy.

By completing a purchase, users acknowledge that digital access may be delivered immediately and therefore waive any right to request a refund once access has been granted.

#### **6. Intellectual Property**

All materials produced by Authentic By Magoma are protected by intellectual property laws.

This includes but is not limited to:

- the **ABM 360° Blueprint**
- frameworks
- documents
- training materials
- videos
- brand assets
- written content
- proprietary methodologies.

These materials are **owned exclusively by Authentic By Magoma**.

Users may not:

- copy
- reproduce
- distribute
- resell
- modify
- publicly share

any part of the materials without prior written consent.

Violation of intellectual property rights may result in legal action.

All rights reserved. Unauthorized use of Authentic By Magoma materials may result in legal action.

## **7. User Responsibilities**

Users agree to use the platform responsibly and lawfully.

Users must not:

- share login access with others
- redistribute purchased materials
- misrepresent the program or the company
- engage in harmful or abusive conduct within community spaces.

Authentic By Magoma reserves the right to **suspend or terminate access** if these terms are violated.

## **8. Limitation of Liability**

Authentic By Magoma shall not be held liable for:

- career decisions made by users
- business decisions taken by users
- financial outcomes resulting from use of the materials
- indirect or consequential losses.

All use of our materials is at the user's **own discretion and responsibility**.

To the fullest extent permitted under Kenyan law, Authentic By Magoma disclaims liability for damages arising from the use of its products and services.

## **9. Payment Processing**

Payments for products and services may be processed through third-party payment providers including but not limited to:

- PesaPal
- online payment gateways
- other secure digital payment systems.

Authentic By Magoma does not store sensitive payment information.

Users are responsible for ensuring the accuracy of payment details submitted during purchase.

## 10. Dispute Resolution

In the event of a dispute arising from the use of our products, services, or website, both parties agree to first attempt to resolve the matter **amicably through good faith negotiation**.

If the dispute cannot be resolved informally, the matter shall be referred to **mediation or arbitration in Kenya** before any court proceedings are considered.

Both parties agree to prioritize **alternative dispute resolution mechanisms** where possible.

## 11. Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the **laws of the Republic of Kenya**.

## 12. Changes to Terms

Authentic By Magoma reserves the right to update or modify these Terms and Conditions at any time.

Updated versions will be published on the website.

Continued use of the platform after updates constitutes acceptance of the revised terms.

## 13. Contact Information

For any questions regarding these Terms and Policies, please contact:

Authentic By Magoma

Email: [info@authenticbymagoma.com](mailto:info@authenticbymagoma.com)

## 14. Use of Artificial Intelligence (AI) Tools

Authentic By Magoma may utilize artificial intelligence (AI) and digital productivity tools to support certain aspects of business operations, including but not limited to research assistance, content drafting, administrative support, workflow optimization, and communication processes.

All intellectual property, frameworks, methodologies, and educational materials including but not limited to the **ABM 360° Blueprint, associated guidance frameworks, and training materials are developed, curated, structured, and owned by Authentic By Magoma**.

The use of AI tools does not diminish, or transfer ownership of the intellectual property contained within these materials.

All final materials, frameworks, strategic structures, and educational guidance provided through Authentic By Magoma are the result of the founder's professional experience, knowledge, and proprietary methodologies.

Users acknowledge that:

- AI may be used as a **support tool in the creation or delivery of certain content**.
- The presence of AI-assisted processes does **not grant users any rights to reproduce, distribute, or claim ownership** of the materials.
- Authentic By Magoma retains **full intellectual property rights over all final content and frameworks**, regardless of any AI-assisted processes involved in development.

Unauthorized reproduction, redistribution, resale, or replication of the frameworks, materials, or methodologies is strictly prohibited.

## 15. Program Access and Revocation of Use

Authentic By Magoma reserves the right to suspend, restrict, or terminate access to any digital product, program, or community platform at its discretion if a user:

- violates these Terms and Conditions
- engages in abusive, harmful, or disruptive behavior
- shares proprietary materials without authorization
- attempts to copy, replicate, distribute, or commercially exploit the frameworks or materials provided
- misuses access credentials or shares login access with others.

Where such violations occur, Authentic By Magoma may revoke access **without refund**, particularly where intellectual property misuse or misconduct is involved. This provision exists to protect the integrity of the platform, the community, and the proprietary intellectual property developed by Authentic By Magoma.

## 16. Non-Disparagement and Reputation Protection

Users agree not to engage in any conduct that may intentionally harm the reputation, credibility, or public image of Authentic By Magoma, its founder, brand, products, services, or community.

This includes but is not limited to:

- making false, misleading, or defamatory statements
- intentionally misrepresenting the program, its frameworks, or its outcomes
- publishing malicious content about the business or its services with the intent to cause reputational harm.

Authentic By Magoma respects the right of users to share honest feedback and experiences. However, users agree that any concerns, complaints, or disputes should first be addressed directly with Authentic By Magoma in good faith so that the matter may be resolved amicably.

Authentic By Magoma reserves the right to pursue appropriate remedies where reputational harm arises from knowingly false or malicious statements.

## **17. Framework Protection and Derivative Works**

The frameworks, methodologies, models, structures, and strategic systems provided through Authentic By Magoma, including but not limited to the **ABM 360° Blueprint**, constitute proprietary intellectual property developed by Authentic By Magoma.

Users may use the materials solely for their **personal learning and professional development**.

Users may not:

- replicate or reverse engineer the frameworks
- adapt or restructure the methodologies into new programs or products
- create derivative works based on the materials
- teach, distribute, license, or commercially exploit the frameworks in any format
- use the frameworks as the basis of their own training, coaching, consulting, or digital products.

Any attempt to reproduce, adapt, or commercialize the methodologies, structures, or frameworks contained within Authentic By Magoma materials without prior written permission constitutes a violation of intellectual property rights.

Authentic By Magoma reserves the right to pursue legal remedies where proprietary frameworks or methodologies are reproduced or misused.

## **Privacy Policy**

### **1. Introduction**

Authentic By Magoma respects your privacy and is committed to protecting the personal information you share when using our website, products, and services.

This Privacy Policy explains how we collect, use, and protect your information when you visit associated welcome or landing pages and digital platforms.

By using our website or services, you consent to the practices described in this policy.

### **2. Information We Collect**

We collect information submitted through forms, waitlists, or program registration pages.

We may collect the following types of information:

#### **Personal Information**

When you sign up, purchase a product, or join our waitlist, we may collect:

- name
- email address
- phone number
- payment confirmation details.

#### **Technical Information**

When visiting the website, we may automatically collect:

- IP address
- device type
- browser type
- pages visited
- time spent on pages.

This helps improve the performance and usability of the website.

### **3. How Your Information Is Used**

Your information may be used to:

- deliver digital products such as the ABM 360° Blueprint
- communicate important updates regarding programs or services
- provide customer support
- improve website functionality and user experience
- send relevant educational or promotional emails.

You may unsubscribe from marketing emails at any time.

### **4. Payment Processing**

Payments may be processed through secure third-party payment providers including **PesaPal** or other secure payment gateways.

Authentic By Magoma does **not store sensitive payment details** such as card numbers.

All payment information is processed directly through secure payment providers.

### **5. Data Protection**

We take reasonable measures to protect personal information against unauthorized access, misuse, or disclosure.

However, no online platform can guarantee complete security. Users acknowledge that information shared online carries inherent risks.

### **6. Sharing of Information**

Authentic By Magoma does **not sell, rent, or trade personal information**.

Information may only be shared with trusted service providers where necessary for business operations such as:

- payment processing
- email delivery services

- website hosting platforms.

## 7. Your Rights

Users may request:

- access to their personal information
- update inaccurate information
- unsubscribe from communications.

Requests may be made via email.

## 8. Changes to This Policy

Authentic By Magoma may update this Privacy Policy periodically. Updated versions will be published on the website.

Continued use of the website indicates acceptance of the revised policy.

### **Website Disclaimer**

#### **Educational and Informational Purpose**

The content provided through Authentic By Magoma, including the ABM 360° Blueprint and all related materials, is intended for **educational and informational purposes only**.

The information shared reflects the founder's experiences, insights, research, and professional perspectives.

It should not be interpreted as:

- legal advice
- financial advice
- employment guarantees
- professional consulting services.

#### **No Guarantees**

Authentic By Magoma does not guarantee specific results including:

- career advancement
- employment opportunities
- financial outcomes
- public recognition.

Individual results depend on personal circumstances, effort, and application of the principles shared.

### **Personal Responsibility and Website Behavior**

Users acknowledge that they are responsible for their own decisions, actions, and outcomes when applying information provided through Authentic By Magoma.

Authentic By Magoma is not liable for decisions made based on the educational materials provided.

Users agree to use the website and services only for lawful purposes and in a manner that does not infringe upon the rights or restrict the use of the platform by others.

Authentic By Magoma reserves the right to refuse service or access to the platform at its discretion where misuse of the platform or violation of these terms occurs.

### **External Links**

The website may contain links to third-party websites or platforms. Authentic By Magoma is not responsible for the content, policies, or practices of those external websites.