



e.Ardhi Limited terms and conditions of use



TERMS AND CONDITIONS OF USE

THIS WEBSITE ("OUR SITE") PROMOTES OUR BUSINESS/SERVICES REFERRED TO ON IT. IN THESE CONDITIONS, THE BUSINESS AND/OR SERVICES WILL BE REFERRED TO AS 'WE' AND/OR 'OUR'.

USE OF OUR SITE IS ON THE FOLLOWING TERMS (THE "TERMS OF USE"). BY ACCESSING AND USING OUR SITE YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS OF USE. THEY ARE A LEGAL AGREEMENT BETWEEN YOU AND US AND CAN ONLY BE AMENDED WITH OUR CONSENT. THEY SHOULD BE READ IN CONJUNCTION WITH ANY DETAILS PROVIDED ON OUR SITE ABOUT HOW OUR SITE OPERATES AND THE SERVICES WHICH ARE AVAILABLE, INCLUDING OUR DATA POLICY STATEMENT AND TRADING TERMS (IF APPLICABLE).

THESE TERMS AND CONDITIONS APPLY TO ALL VISITORS, USERS AND OTHERS WHO ACCESS OR USE THE SERVICE AND WILL BE REFERRED TO AS "YOU" AND/OR 'YOUR'. IF YOU DISAGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS THE SERVICE. YOU REPRESENT THAT YOU ARE OVER THE AGE OF 18. WE DO NOT PERMIT THOSE UNDER 18 TO USE THE SERVICE. YOUR ACCESS TO AND USE OF THE SERVICE IS ALSO CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH OUR PRIVACY POLICY. OUR PRIVACY POLICY DESCRIBES OUR POLICIES AND PROCEDURES ON THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION WHEN YOU USE THE APPLICATION OR THE WEBSITE AND TELLS YOU ABOUT YOUR PRIVACY RIGHTS AND HOW THE LAW PROTECTS YOU. PLEASE READ OUR PRIVACY POLICY CAREFULLY BEFORE USING OUR SERVICE.



1. Acceptance of the terms

- 1.1 Your access and use of the Service constitutes your agreement to be bound by these Terms and Conditions of Use (the "Terms"), which establishes a legally binding contractual relationship between you and us. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.
- 1.2 Please review also our Privacy Policy. The terms of the Privacy Policy and other supplemental terms, policies or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.
- 1.3 Unless otherwise expressly provided herein, we will alert you about any changes by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change.
- 1.4 THESE TERMS CONTAIN IMPORTANT DISCLAIMERS (SECTION 2), DISCLAIMERS OF WARRANTIES (SECTION 6), LIMITATION OF LIABILITY (SECTION 7), AS WELL AS PROVISIONS THAT WAIVE YOUR RIGHT TO A JURY TRIAL, RIGHT TO A COURT HEARING AND RIGHT TO PARTICIPATE IN A CLASS ACTION (ARBITRATION AND CLASS ACTION WAIVER). UNLESS YOU OPT OUT WITHIN 30 DAYS OF FIRST USE OF OUR SERVICE AS PROVIDED FOR IN SECTION 11, ARBITRATION IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES AND IS MANDATORY EXCEPT AS SPECIFIED BELOW IN SECTION 12.
- 1.5 IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT ACCESS OR USE THE SERVICE.



2. IMPORTANT DISCLAIMERS

WE MAKE NO GUARANTEE THAT; THE SERVICE WILL MEET YOUR REQUIREMENTS; THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR WILL PROVIDE ANY BENEFIT.

3. USER ACCOUNTS

- 3.1 As you register with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on our Service.
- 3.2 You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.
- 3.3 You agree not to disclose your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.
- 3.4 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

4. SERVICE

- 4.1 You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by Us to operate the Service (including the website and the



Content and excluding any User Content (as defined below)) is proprietary to us or to third parties.

- 4.2 We expressly reserve all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited.
- 4.3 The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.
- 4.4 The information you submit to us as part of your registration, and any data, text and other material that you may submit to the website ("User Content") remain your intellectual property, and We do not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that we may retain copies of all registration information and the User Content and use such information and the User Content as reasonably necessary for or incidental to our operation of the Service and as described in these Terms and the Privacy Policy.
- 4.5 You grant Us the non-exclusive, worldwide, transferable, perpetual, irrevocable right to publish, distribute, publicly display and perform the User Content in connection with the Service.
- 4.6 You agree, and represent and warrant, that your use of the Service, or any portion thereof, will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Service or your use of it, and you will be solely responsible for your own individual violations of any such laws.
- 4.7 You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).



- 4.8 We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. You acknowledge that a variety of our actions may impair or prevent you from accessing the Service at certain times and/or in the same way, for limited periods or permanently, and agree that we have no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.
- 4.9 Your access to and use of the Service is at your own risk. We will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Service, or reliance on any information or advice.
- 4.10 We have no obligation to provide you with customer support of any kind. However, we may provide you with customer support from time to time, at our sole discretion.

5. USER REPRESENTATIONS AND WARRANTIES

- 5.1 By using the Service, you represent and warrant that:
- 5.1.1 you have the legal capacity and you agree to comply with these Terms;
 - 5.1.2 you are not under the age of 18;
 - 5.1.3 you will not access the Service through automated or non-human means, whether through a bot, script or otherwise;
 - 5.1.4 you will not use the Service for any illegal or unauthorized purpose;
 - 5.1.5 you are not located in a country that is subject to a Kenyan government embargo, or that has been designated by the Kenyan government as a "terrorist supporting" country;
 - 5.1.6 you are not listed on any Kenyan government list of prohibited or restricted parties;
 - 5.1.7 your use of the Service will not violate any applicable law or regulation.
- 5.2 If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).
- 5.3 You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- 5.4 As a user of the Service, you agree not to:

- 5.4.1 systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- 5.4.2 make any unauthorized use of the Service;
- 5.4.3 make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Service;
- 5.4.4 use the Service for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- 5.4.5 make the Service available over a network or other environment permitting access or use by multiple devices or users at the same time;
- 5.4.6 use the Service for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Service;
- 5.4.7 use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Service;
- 5.4.8 circumvent, disable, or otherwise interfere with security-related features of the Service;
- 5.4.9 engage in unauthorized framing of or linking to the Service;
- 5.4.10 interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;
- 5.4.11 decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;
- 5.4.12 attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service;
- 5.4.13 upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- 5.4.14 use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software;
- 5.4.15 use the Service to send automated queries to any website or to send any unsolicited commercial e-mail;
- 5.4.16 disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;
- 5.4.17 use the Service in a manner inconsistent with any applicable laws or regulations;
or
- 5.4.18 otherwise infringe these Terms.

6. DISCLAIMER OF WARRANTIES

THE SOFTWARE, CONTENT AND OTHER ASPECTS OF THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE". ALL ASPECTS OF THE SERVICE ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR



USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE AND OUR AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (I) THE SERVICE, CONTENT OR OTHER INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (II) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (IV) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) ANY RESULT OR OUTCOME CAN BE ACHIEVED.

7. LIMITATION OF LIABILITY

- 7.1 IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE (INCLUDING THE SOFTWARE OR CONTENT), OR THIRD PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE (INCLUDING THE WEBSITE, CONTENT AND USER CONTENT), AND THIRD PARTY ADS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.
- 7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF US TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE WEBSITE, CONTENT OR SERVICE IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO US FOR ACCESS TO AND USE OF THE SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN US AND YOU.
- 7.3 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. INDEMNITY

You agree to indemnify and hold Us, Our successors, subsidiaries, affiliates, any related companies, Our suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and legal fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Service, (ii) your User Content, or (iii) your violation of these Terms. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.



You agree not to settle any matter without Our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. INTERNATIONAL USE

We make no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

10. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

- 10.1 PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST.
- 10.2 YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
- 10.3 YOU AND US, AND EACH OF OUR RESPECTIVE AGENTS, CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND ASSIGNS, AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICE, OR THE PRIVACY POLICY, UNLESS YOU ARE LOCATED IN A JURISDICTION THAT PROHIBITS THE EXCLUSIVE USE OF ARBITRATION FOR DISPUTE RESOLUTION.
- 10.4 A party which intends to seek arbitration must first send to the other a written notice of intent to arbitrate (a "Notice") by an international courier with a tracking mechanism, or, in the absence of a mailing address provided by you to us, via any other method available to us, including via e-mail. The Notice to the Company must be addressed to: Design



Centre, 4th Floor, Suite 4D, Nairobi, Kenya (as applicable, the "Arbitration Notice Address"). The Notice shall (i) describe the basis and nature of the claim or dispute; and (ii) set the specific relief sought (the "Demand"). If You and Us do not reach an agreement to resolve the claim within 30 days after the Notice is received, then you or we may commence an arbitration proceeding as set forth below or file an individual claim in small claims court.

- 10.5 THE CHARTERED INSTITUTE OF ARBITRATORS ("CIA") WILL EXCLUSIVELY ADMINISTER THE ARBITRATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "Rules"), AS MODIFIED BY THESE TERMS.
- 10.6 If you commence arbitration against us, you are required to provide a second Notice to Us at the Arbitration Notice Address within seven (7) days of arbitration commencement.
- 10.7 The arbitration shall be conducted exclusively in English. A single, independent and impartial arbitrator with his or her primary place of business in Nairobi. You and Us agree to comply with the following rules, which are intended to streamline the arbitration process and reduce the costs and burdens on the parties: (i) the arbitration will be conducted online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award the arbitrator renders may be entered in any court of competent jurisdiction.
- 10.8 The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Policy, and this arbitration provision.
- 10.9 The arbitrator shall apply the laws of the Kenya without regard to its conflicts of laws principles in conducting the arbitration. You acknowledge that these terms and your use of the Service evidences a transaction involving interstate commerce. The Arbitration Act, cap 49 Laws of Kenya ("AA") will govern the interpretation, enforcement, and proceedings pursuant to this Section 10. Any award rendered shall be final, subject to appeal under the AA.
- 10.10 YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED



INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION.

- 10.11 YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE, OR ATTEMPT TO USE, THE SERVICE BY WRITING TO info@eardhi.com. OR TO THE ARBITRATION NOTICE ADDRESS. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE OPTING OUT AND CONTAINING ENOUGH DETAILS ABOUT YOU FOR US TO BE ABLE TO IDENTIFY YOU WITHIN THIRTY (30) DAYS. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

11. GOVERNING LAW

- 11.1 These conditions make up the whole agreement between you and us in how you use our Site. If an arbitrator decides that a condition is not valid, the rest of the conditions will still apply.
- 11.2 The laws of Kenya apply to your use of our Site and these conditions. We control our Site from within the Kenya. However, you can get access to our Site from other places around the world. Although, these places may have different laws from the laws of Kenya, by using our Site you agree that the laws of Kenya will apply to everything relating to you using our Site and you agree to keep to these laws. We have the right to take you to court in the country you live in.

12. MISCELLANEOUS

- 12.1 Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.
- 12.2 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms of Use.



- 12.3 If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall be unaffected and shall remain in force.
- 12.4 Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and Us regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.
- 12.5 When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, UPDATES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.**
- 12.6 In no event shall we be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside Our reasonable control.

13. Contact

If you want to send any notice under these Terms or have any questions regarding the Service, you may contact us at: info@eardhi.com.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.