

## WEBSITE TERMS AND CONDITIONS OF USE

### 1. ACCEPTANCE OF THIS AGREEMENT

Welcome to our Application ("App"). If you download our application and continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern KodiPay App's relationship with you in relation to this App. If you disagree with any part of these terms and conditions, please do not use our App.

### 2. DEFINITION OF TERMS

The terms 'us' and 'we' refer to the owner of the application whose registered office is ..... Kenya.

The term 'you' refers to the user of our App.

The term 'Application' refers to 'KodiPay App.'

The term 'partner website' refers to [www.kodipay.com](http://www.kodipay.com)

The term 'application software system' means the software on which KodiPay App runs.

### 3. TERMS OF USE

#### a) Content

The content of this website is for your general information and use only. It is subject to change without notice.

#### b) Cookies

This App and its partner website use cookies to monitor application usage preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties.

#### c) Warranty

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

#### d) Risk

Your use of any information or materials on this App and its partner website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this App and its partner website meet your specific requirements.

#### e) Intellectual Property

This App contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

#### f) Trade Marks

All trademarks reproduced in this App, which are not our property, or licensed to us, are acknowledged on the App and its partner website.

#### g) Unauthorized Use

Unauthorized use of this App may give rise to a claim for damages and/or be a criminal offence.

h) Links to other websites

From time to time, this Application may also include links to the partner website and other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

i) Governing Law

Your use of this website and any dispute arising out of such use of the website is subject to the laws of the Republic of Kenya.

j) Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

k) Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

### **APPLICATION DISCLAIMER**

The information contained in this App and its partner website is for general information purposes only. The information is provided by KodiPay App and its partner website [www.kodipay.com](http://www.kodipay.com) and while we endeavor to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the App or the information, products, services, or related graphics contained on the App for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this App.

Through this App and its partner website you are able to link to other websites which are not under the control of KodiPay App or [www.kodipay.com](http://www.kodipay.com). We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed within them.

Every effort is made to keep the App up and running smoothly. However, KodiPay App takes no responsibility for, and will not be liable for, the application being temporarily unavailable due to technical issues beyond our control.

### **LEGAL DISCLAIMER**

This App and the accompanying terms of use contain general legal information. The legal information is not advice, and should not be treated as such. The legal information is provided without any representations or warranties express or implied.

You must not rely on the legal information on this App and the accompanying terms as an alternative to legal advice from your lawyer/advocate or other professional legal services provider.

Consult your lawyer/advocate or other professional legal services provider, if you have any particular questions about any legal matter.

You should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information on this App and the accompanying terms of use.

### **PRIVACY POLICY**

KodiPay App and its partner website are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this application, then you can be assured that it will only be used in accordance with this privacy statement.

KodiPay App may change this policy from time to time by updating the terms of use accompanying the App. You should that section of the App from time to time to ensure that you are familiar with any changes. This policy is effective from .....2016.

#### **1) What We Collect**

We may collect the following information:

- o Name and Title

- Telephone Number
- E-mail Address
- Physical Address
- Postal Address
- Any other relevant information

## 2) What We do With the Information

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal Record keeping;
- To set up an account for you on the App software system;
- To keep you updated on our products;
- We may use the information to improve our products and services;
- We may use the information to connect you to other application users when you express the need;
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided;
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the App according to your interests.

## 3) Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## 4) How We Use Cookies

Cookies are text files containing small amounts of information which are downloaded with your permission to your device when you visit a website. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow the application to respond to you as an individual. The App can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which products are being used. This helps us analyze data about traffic to the application and improve our application in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better App, by enabling us to monitor which products you find useful and which you do not. A cookie in no way gives us access to your device or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your device settings to decline cookies if you prefer. This may prevent you from taking full advantage of the App.

## 5) Links To Other Websites

Our App and the partner website may contain links to other websites of interest. However, once you have used these links to leave our App/partner website, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

#### 6) Controlling Your Personal Information

You may choose to restrict the collection or use of your personal information by indicating in the 'Contact Us' message box that you do not want your personal information to be used for direct marketing purposes.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

If you believe that any information we are holding on you is incorrect or incomplete, please write us a message on the 'Contact Us' message box as soon as possible. We will promptly correct any information found to be incorrect