

TERMS OF USE

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether

personally or on behalf of an entity (“you”) and TAPPWA TECH (“Company”, “we”, “us”, or

“our”), concerning your access to and use of the <https://tappwatech.com> website as well as

any other media form, media channel, mobile website or mobile application related, linked,

or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the

Site, you have read, understood, and agree to be bound by all of these Terms of Use. IF

YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE

EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE

USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site 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 of Use at any time and for

any reason. We will alert you about any changes by updating the “Last updated” date of

these Terms of Use, and you waive any right to receive specific notice of each such

change. It is your responsibility to periodically review these Terms of Use to stay informed

of updates. You will be subject to, and will be deemed to have been made aware of and to

have accepted, the changes in any revised Terms of Use by your continued use of the Site

after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person

or entity in any jurisdiction or country where such distribution or use would be contrary to

law or regulation or which would subject us to any registration requirement within such

jurisdiction or country. Accordingly, those persons who choose to access the Site from other

locations do so on their own initiative and are solely responsible for compliance with local

laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18

are not permitted to use or register for the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code,

databases, functionality, software, website designs, audio, video, text, photographs, and

graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and

logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and

are protected by copyright and trademark laws and various other intellectual property rights

and unfair competition laws of the United States, international copyright laws, and

international conventions. The Content and the Marks are provided on the Site “AS IS” for

your information and personal use only. Except as expressly provided in these Terms of

Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated,

republished, uploaded, posted, publicly displayed, encoded, translated, transmitted,

distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever,

without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access

and use the Site and to download or print a copy of any portion of the Content to which you

have properly gained access solely for your personal, non-commercial use. We reserve all

rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit

will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information

and promptly update such registration information as necessary; (3) you have the legal capacity and

you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which

you reside; (5) you will not access the Site through automated or non-human means, whether through

a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and

(7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have

the right to suspend or terminate your account and refuse any and all current or future use

of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential

and will be responsible for all use of your account and password. We reserve the right to

remove, reclaim, or change a username you select if we determine, in our sole discretion,

that such username is inappropriate, obscene, or otherwise objectionable.

FEES AND PAYMENT

We accept the following forms of payment:

You may be required to purchase or pay a fee to access some of our services. You agree to

provide current, complete, and accurate purchase and account information for all purchases

made via the Site. You further agree to promptly update account and payment information,

including email address, payment method, and payment card expiration date, so that we

can complete your transactions and contact you as needed. We bill you through an online

billing account for purchases made via the Site. Sales tax will be added to the price of

purchases as deemed required by us. We may change prices at any time. All payments

shall be in _____.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you

authorize us to charge your chosen payment provider for any such amounts upon making

your purchase.

We reserve the right to correct any errors or mistakes in pricing, even if we have already

requested or received payment. We also reserve the right to refuse any order placed

through the Site.

CANCELLATION

You can cancel your subscription at any time by logging into your account or contacting us using the

contact information provided below. Your cancellation will take effect at the end of the current paid

term.

If you are unsatisfied with our services, please email us at admin@tappwaatech.com or call us

at 0785117720.

SOFTWARE

We may include software for use in connection with our services. If such software is accompanied by

an end user license agreement ("EULA"), the terms of the EULA will govern your use of the

software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive,

revocable, personal, and non-transferable license to use such software solely in connection with our

services and in accordance with these Terms of Use. Any Software and any related documentation is

provided "as is" without warranty of any kind, either express or implied, including, without

limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-

infringement. You accept any and all risk arising out of use or performance of any Software. You

may not reproduce or redistribute any software except in accordance with the EULA or these Terms

of Use.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the

Site available. The Site may not be used in connection with any commercial endeavors

except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of

users by electronic or other means for the purpose of sending unsolicited email, or creating user

accounts by automated means or under false pretenses.

2. Use the Site to advertise or offer to sell goods and services.

3. Engage in unauthorized framing of or linking to the Site.

4. Circumvent, disable, or otherwise interfere with security-related features of the Site, including

features that prevent or restrict the use or copying of any Content or enforce limitations on the use of

the Site and/or the Content contained therein.

5. Make improper use of our support services or submit false reports of abuse or misconduct.

6. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account

information such as user passwords.

7. Engage in any automated use of the system, such as using scripts to send comments or messages,

or using any data mining, robots, or similar data gathering and extraction tools.

8. Interfere with, disrupt, or create an undue burden on the Site or the networks or services

connected to the Site.

9. Attempt to impersonate another user or person or use the username of another user.

10. Sell or otherwise transfer your profile.

11. Use any information obtained from the Site in order to harass, abuse, or harm another person.

12. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content

for any revenue-generating endeavor or commercial enterprise.

13. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any

way making up a part of the Site.

14. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or

any portion of the Site.

15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any

portion of the Site to you.

16. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material,

including excessive use of capital letters and spamming (continuous posting of repetitive text), that

interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts,

alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

17. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript,

or other code.

18. Delete the copyright or other proprietary rights notice from any Content.

19. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or

active information collection or transmission mechanism, including without limitation, clear graphics

interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes

referred to as “spyware” or “passive collection mechanisms” or “pcms”).

20. Except as may be the result of standard search engine or Internet browser usage, use, launch,

develop, or distribute any automated system, including without limitation, any spider, robot, cheat

utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script

or other software.

21. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

22. Use the Site in a manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums,

and other functionality, and may provide you with the opportunity to create, submit, post, display,

transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site,

including but not limited to text, writings, video, audio, photographs, graphics, comments,

suggestions, or personal information or other material (collectively, “Contributions”). Contributions

may be viewable by other users of the Site and through third-party websites. As such, any

Contributions you transmit may be treated as non-confidential and non-proprietary. When you create

or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or

copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to

the copyright, patent, trademark, trade secret, or moral rights of any third party.

2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions

to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner

contemplated by the Site and these Terms of Use.

3. You have the written consent, release, and/or permission of each and every identifiable individual person in

your Contributions to use the name or likeness of each and every such identifiable individual person to enable

inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.

4. Your Contributions are not false, inaccurate, or misleading.

5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid

schemes, chain letters, spam, mass mailings, or other forms of solicitation.

6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or

otherwise objectionable (as determined by us).

7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person

and to promote violence against a specific person or class of people.

9. Your Contributions do not violate any applicable law, regulation, or rule.

10. Your Contributions do not violate the privacy or publicity rights of any third party.

11. Your Contributions do not contain any material that solicits personal information from anyone under the

age of 18 or exploits people under the age of 18 in a sexual or violent manner.

12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended

to protect the health or well-being of minors.

13. Your Contributions do not include any offensive comments that are connected to race, national origin,

gender, sexual preference, or physical handicap.

14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms

of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in,

among other things, termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site or making Contributions accessible to

the Site by linking your account from the Site to any of your social networking accounts, you

automatically grant, and you represent and warrant that you have the right to grant, to us an

unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-

paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell,

publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat,

translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including,

without limitation, your image and voice) for any purpose, commercial, advertising, or

otherwise, and to prepare derivative works of, or incorporate into other works, such

Contributions, and grant and authorize sublicenses of the foregoing. The use and

distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed,

and includes our use of your name, company name, and franchise name, as applicable, and

any of the trademarks, service marks, trade names, logos, and personal and commercial

images you provide. You waive all moral rights in your Contributions, and you warrant that

moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of

your Contributions and any intellectual property rights or other proprietary rights associated

with your Contributions. We are not liable for any statements or representations in your

Contributions provided by you in any area on the Site. You are solely responsible for your

Contributions to the Site and you expressly agree to exonerate us from any and all

responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise

change any Contributions; (2) to re-categorize any Contributions to place them in more

appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any

time and for any reason, without notice. We have no obligation to monitor your

Contributions.

GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review,

you must comply with the following criteria: (1) you should have firsthand experience with

the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or

abusive, racist, offensive, or hate language; (3) your reviews should not contain

discriminatory references based on religion, race, gender, national origin, age, marital

status, sexual orientation, or disability; (4) your reviews should not contain references to

illegal activity; (5) you should not be affiliated with competitors if posting negative reviews;

(6) you should not make any conclusions as to the legality of conduct;

(7) you may not post

any false or misleading statements; and (8) you may not organize a campaign encouraging

others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no

obligation to screen reviews or to delete reviews, even if anyone considers reviews

objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily

represent our opinions or the views of any of our affiliates or partners. We do not assume

liability for any review or for any claims, liabilities, or losses resulting from any review. By

posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free,

fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate,

transmit by any means, display, perform, and/or distribute all content relating to reviews.

MOBILE APPLICATION LICENSE

Use License

If you access the Site via a mobile application, then we grant you a revocable, non-

exclusive, non-transferable, limited right to install and use the mobile application on wireless

electronic devices owned or controlled by you, and to access and use the mobile application

on such devices strictly in accordance with the terms and conditions of this mobile

application license contained in these Terms of Use. You shall not: (1) decompile, reverse

engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2)

make any modification, adaptation, improvement, enhancement, translation, or derivative

work from the application; (3) violate any applicable laws, rules, or regulations in connection

with your access or use of the application; (4) remove, alter, or obscure any proprietary

notice (including any notice of copyright or trademark) posted by us or the licensors of the

application; (5) use the application for any revenue generating endeavor, commercial

enterprise, or other purpose for which it is not designed or intended; (6) make the

application available over a network or other environment permitting access or use by

multiple devices or users at the same time; (7) use the application for creating a product,

service, or software that is, directly or indirectly, competitive with or in any way a substitute

for the application; (8) use the application to send automated queries to any website or to

send any unsolicited commercial e-mail; or (9) 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

application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple

Store or Google Play (each an “App Distributor”) to access the Site: (1) the license granted

to you for our mobile application is limited to a non-transferable license to use the

application on a device that utilizes the Apple iOS or Android operating systems, as

applicable, and in accordance with the usage rules set forth in the applicable App

Distributor’s terms of service; (2) we are responsible for providing any maintenance and

support services with respect to the mobile application as specified in the terms and

conditions of this mobile application license contained in these Terms of Use or as

otherwise required under applicable law, and you acknowledge that each App Distributor

has no obligation whatsoever to furnish any maintenance and support services with respect

to the mobile application; (3) in the event of any failure of the mobile application to conform

to any applicable warranty, you may notify the applicable App Distributor, and the App

Distributor, in accordance with its terms and policies, may refund the purchase price, if any,

paid for the mobile application, and to the maximum extent permitted by applicable law, the

App Distributor will have no other warranty obligation whatsoever with respect to the mobile

application; (4) you represent and warrant that (i) you are not located in a country that is

subject to a U.S. government embargo, or that has been designated by the U.S.

government as a “terrorist supporting” country and (ii) you are not listed on any U.S.

government list of prohibited or restricted parties; (5) you must comply with applicable third-

party terms of agreement when using the mobile application, e.g., if you have a VoIP

application, then you must not be in violation of their wireless data service agreement when

using the mobile application; and (6) you acknowledge and agree that the App Distributors

are third-party beneficiaries of the terms and conditions in this mobile application license

contained in these Terms of Use, and that each App Distributor will have the right (and will

be deemed to have accepted the right) to enforce the terms and conditions in this mobile

application license contained in these Terms of Use against you as a third-party beneficiary

thereof.

SOCIAL MEDIA

As part of the functionality of the Site, you may link your account with online accounts you

have with third-party service providers (each such account, a “Third-Party Account”) by

either: (1) providing your Third-Party Account login information through the Site; or (2)

allowing us to access your Third-Party Account, as is permitted under the applicable terms

and conditions that govern your use of each Third-Party Account. You represent and

warrant that you are entitled to disclose your Third-Party Account login information to us

and/or grant us access to your Third-Party Account, without breach by you of any of the

terms and conditions that govern your use of the applicable Third-Party Account, and

without obligating us to pay any fees or making us subject to any usage limitations imposed

by the third-party service provider of the Third-Party Account. By granting us access to any

Third-Party Accounts, you understand that (1) we may access, make available, and store (if

applicable) any content that you have provided to and stored in your Third-Party Account

(the “Social Network Content”) so that it is available on and through the Site via your

account, including without limitation any friend lists and (2) we may submit to and receive

from your Third-Party Account additional information to the extent you are notified when you

link your account with the Third-Party Account. Depending on the Third-Party Accounts you

choose and subject to the privacy settings that you have set in such Third-Party Accounts,

personally identifiable information that you post to your Third-Party Accounts may be

available on and through your account on the Site. Please note that if a Third-Party Account

or associated service becomes unavailable or our access to such Third-Party Account is

terminated by the third-party service provider, then Social Network Content may no longer

be available on and through the Site. You will have the ability to disable the connection

between your account on the Site and your Third-Party Accounts at any time. PLEASE

NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS

ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY

YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make

no effort to review any Social Network Content for any purpose, including but not limited to,

for accuracy, legality, or non-infringement, and we are not responsible for any Social

Network Content. You acknowledge and agree that we may access your email address

book associated with a Third-Party Account and your contacts list stored on your mobile

device or tablet computer solely for purposes of identifying and informing you of those

contacts who have also registered to use the Site. You can deactivate the connection

between the Site and your Third-Party Account by contacting us using the contact

information below or through your account settings (if applicable). We will attempt to delete

any information stored on our servers that was obtained through such Third-Party Account,

except the username and profile picture that become associated with your account.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback,

or other information regarding the Site ("Submissions") provided by you to us are non-

confidential and shall become our sole property. We shall own exclusive rights, including all

intellectual property rights, and shall be entitled to the unrestricted use and dissemination of

these Submissions for any lawful purpose, commercial or otherwise, without

acknowledgment or compensation to you. You hereby waive all moral rights to any such

Submissions, and you hereby warrant that any such Submissions are original with you or

that you have the right to submit such Submissions. You agree there shall be no recourse

against us for any alleged or actual infringement or misappropriation of any proprietary right

in your Submissions.

THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party

Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound,

video, information, applications, software, and other content or items belonging to or

originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-

Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or

completeness by us, and we are not responsible for any Third-Party Websites accessed

through the Site or any Third-Party Content posted on, available through, or installed from

the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy

practices, or other policies of or contained in the Third-Party Websites or the Third-Party

Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party

Websites or any Third-Party Content does not imply approval or endorsement thereof by us.

If you decide to leave the Site and access the Third-Party Websites or to use or install any

Third-Party Content, you do so at your own risk, and you should be aware these Terms of

Use no longer govern. You should review the applicable terms and policies, including

privacy and data gathering practices, of any website to which you navigate from the Site or

relating to any applications you use or install from the Site. Any purchases you make

through Third-Party Websites will be through other websites and from other companies, and

we take no responsibility whatsoever in relation to such purchases which are exclusively

between you and the applicable third party. You agree and acknowledge that we do not

endorse the products or services offered on Third-Party Websites and you shall hold us

harmless from any harm caused by your purchase of such products or services.

Additionally, you shall hold us harmless from any losses sustained by you or harm caused

to you relating to or resulting in any way from any Third-Party Content or any contact with

Third-Party Websites.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these

Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion,

violates the law or these Terms of Use, including without limitation, reporting such user to

law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict

access to, limit the availability of, or disable (to the extent technologically feasible) any of

your Contributions or any portion thereof; (4) in our sole discretion and without limitation,

notice, or liability, to remove from the Site or otherwise disable all files and content that are

excessive in size or are in any way burdensome to our systems; and (5) otherwise manage

the Site in a manner designed to protect our rights and property and to facilitate the proper

functioning of the Site.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT

LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE

RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY

ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP

ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON,

INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION,

WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY

APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR

PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR

INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE

DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering

and creating a new account under your name, a fake or borrowed name, or the name of any

third party, even if you may be acting on behalf of the third party. In addition to terminating

or suspending your account, we reserve the right to take appropriate legal action, including

without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for

any reason at our sole discretion without notice. However, we have no obligation to update

any information on our Site. We also reserve the right to modify or discontinue all or part of

the Site without notice at any time. We will not be liable to you or any third party for any

modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware,

software, or other problems or need to perform maintenance related to the Site, resulting in

interruptions, delays, or errors. We reserve the right to change, revise, update, suspend,

discontinue, or otherwise modify the Site at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience

caused by your inability to access or use the Site during any downtime or discontinuance of

the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and

support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms shall be governed by and defined following the laws of Kenya. TAPPWA TECH and

yourself irrevocably consent that the courts of Kenya shall have exclusive jurisdiction to resolve any

dispute which may arise in connection with these terms.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these

Terms of Use (each a “Dispute” and collectively, the “Disputes”) brought by either you or us

(individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate

any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days

before initiating arbitration. Such informal negotiations commence upon written notice from one

Party to the other Party.

Binding Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its

existence, validity, or termination, shall be referred to and finally resolved by the International

Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue

Louise, 146) according to the Rules of this ICAC, which, as a result of referring to it, is considered

as the part of this clause. The number of arbitrators shall be three (3). The seat, or legal place, of

arbitration shall be Nairobi, Kenya. The language to be used in the arbitral proceedings shall

be English. The governing law of the contract shall be the substantive law of Kenya.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually.

To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b)

there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class

action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported

representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning

informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or

concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related

to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any

claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party

will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or

unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the

courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that

court.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions,

including descriptions, pricing, availability, and various other information. We reserve the right to

correct any errors, inaccuracies, or omissions and to change or update the information on the Site at

any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS.
YOU AGREE THAT

YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR
SOLE RISK. TO THE

FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL
WARRANTIES, EXPRESS

OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE
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WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF
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FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE
MAKE NO

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COMPLETENESS OF

THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES
LINKED TO THE SITE AND

WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1)
ERRORS,

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OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER,
RESULTING FROM YOUR

ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED
ACCESS TO OR USE OF

OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL
INFORMATION AND/OR

FINANCIAL INFORMATION STORED THEREIN, (4) ANY
INTERRUPTION OR CESSATION

OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES,

OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY

THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND

MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT

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ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR

OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR

ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER

ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE

FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY

PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR

SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE

YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE

TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL,

EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST

PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM

YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED

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REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED

TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO

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LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL

OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU

MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all

of our respective officers, agents, partners, and employees, from and against any loss, damage,

liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third

party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of

Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your

violation of the rights of a third party, including but not limited to intellectual property rights; or (6)

any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, 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, at your expense, with our defense of such claims. We will use reasonable efforts to notify

you of any such claim, action, or proceeding which is subject to this indemnification upon becoming

aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the

performance of the Site, as well as data relating to your use of the Site. Although we perform regular

routine backups of data, you are solely responsible for all data that you transmit or that relates to any

activity you have undertaken using the Site. You agree that we shall have no liability to you for any

loss or corruption of any such data, and you hereby waive any right of action against us arising from

any such loss or corruption of such data.

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Visiting the Site, sending us emails, and completing online forms constitute electronic

communications. You consent to receive electronic communications, and you agree that all

agreements, notices, disclosures, and other communications we provide to you

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communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC

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AND TO

ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS
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waive any rights or requirements under any statutes, regulations, rules,
ordinances, or other

laws in any jurisdiction which require an original signature or delivery or
retention of non-

electronic records, or to payments or the granting of credits by any
means other than

electronic means.

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These Terms of Use and any policies or operating rules posted by us on
the Site or in respect to the

Site constitute the entire agreement and understanding between you and
us. Our failure to exercise or

enforce any right or provision of these Terms of Use shall not operate as
a waiver of such right or

provision. These Terms of Use operate to the fullest extent permissible
by law. We may assign any or

all of our rights and obligations to others at any time. We shall not be
responsible or liable for any

loss, damage, delay, or failure to act caused by any cause beyond our
reasonable control. If any

provision or part of a provision of these Terms of Use is determined to be unlawful, void, or

unenforceable, that provision or part of the provision is deemed severable from these Terms of Use

and does not affect the validity and enforceability of any remaining provisions. There is no joint

venture, partnership, employment or agency relationship created between you and us as a result of

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against us by virtue of having drafted them. You hereby waive any and all defenses you may have

based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to

execute these Terms of Use.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding

use of the Site, please contact us at:

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