

Magereza Sacco Application Privacy Policy

Introduction

Welcome to Magereza Sacco Application (the "App"). Terms and conditions documented here ("Terms and Conditions") apply to this application, and all of its divisions, subsidiaries, and affiliate operated Internet apps which reference these Terms and Conditions. By accessing the App, you approve to us that you have understood these Terms and Conditions. In the case you do not concur to these Terms and Conditions, you shall cease to use this app. The App reserves the right to modify, alter, remove, or add segments of these Terms and Conditions. Changes made shall be effected as soon as they are published on the app with or without notice to the user. Kindly go through the Terms and Conditions noted below before using the app as the utilization of the app shows your agreement to be wholly bound by these Terms and Conditions without modification. You agree that if you are unsure of the meaning of any part of these Terms and Conditions or have any questions regarding the Terms and Conditions, you will not hesitate to contact us for clarification. These Terms and Conditions entirely govern the use of this app. No extrinsic evidence, whether oral or written, will be incorporated.

Terms of Use

Use of the App You verify that you are at least 18 years of age. If not, you are accessing the APP under the supervision of a legal guardian or parent. It is agreed by both parties that the utilization of this app should only be by these Terms and Conditions of Use. If you disagree with these Terms and Conditions of Use or you don't wish to be bound by them, you agree to desist from using this app. We grant you a non-transferable, revocable and non-exclusive license to use this App, by the Terms and Conditions of Use, for such things as shopping for professional services facilitated by the App, gathering prior information regarding our services. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. These Terms and Conditions of Use specifically prohibit actions such as: accessing our servers or internal computer systems, interfering in any way with the functionality of this app, gathering or altering any underlying software code, infringing any intellectual property rights. This list is non-exhaustive and similar actions are also strictly prohibited. Any breach of these Terms and Conditions of Use shall result in the immediate revocation of the license granted in this paragraph without prior notice to you. Should we determine at our sole discretion that you are in breach of any of these conditions, we reserve the right to deny you access to this app and its contents and do so without prejudice to any available remedies at law or otherwise. Definite services and related features that may be posted on the App may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself and promptly update such information if there are any changes. Every user of the App is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must make it known to us, of any unauthorized use of your password or account. The App shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

User Submissions

Anything that you submit to the App and provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions") will become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the App, you also grant us the right to use the name that you submit, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third-parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

Information Available on App

You accept that the information contained in this app is provided "as is, where is," is intended for information purposes only and that it is subject to change without notice. Although we take reasonable steps to ensure the accuracy of information and we believe the information to be reliable when posted, it should not be relied upon, and it does not in any way constitute either a representation or a warranty or a guarantee. Services expressed on this App are those of the vendor and are not delivered by us. We make no representations as to the merchantability of any services listed on our app, and we at this moment disclaim all warranties, whether express or implied, as to the merchantability and fitness of the services listed on our app for any particular purpose. We shall not be held responsible or made liable for any damages or injury which may arise as a result of any error, omission, and so on and so forth, or other services included on or otherwise made available through our App. We understand that certain state laws do not allow limitations on implied warranties or limitation of certain damages, these disclaimers may therefore not apply where these laws are applicable.

App Accessibility

Our aim is to ensure accessibility to the app at all times. However, we make no representation of that nature and reserves the right to terminate the app at any time and without notice. You accept that service interruption may occur to allow for app improvements, scheduled maintenance or may also be due to outside factors beyond our control.

App Links and Thirds Party Apps

We may include links to third party apps at any time. However, the existence of a link to another app should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement of a particular app unless explicitly stated otherwise. In the event the user follows a link to another app, he or she does so at his or her risk. We accept no responsibility for any content, including, but not limited to, information, services, available on third party apps. Creating a link to this app is strictly forbidden without our prior written consent. Furthermore, we reserve the right to revoke our consent without notice or justification.

Intellectual Property

Both parties agree that all copyright and database rights, whether registered or unregistered, in the App, information content on the App and all the app design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code, and software shall remain at all times vested in us or our licensors. Use of such material will only be permitted as expressly authorized by us or our licensors. Any unauthorized use of the material and content of this app is strictly prohibited, and you agree not to, or facilitate any third party to, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Data Protection

Magereza Sacco Application **DOES NOT** collect or share personal information.

Indemnity

As far as the law allows, you agree to defend, indemnify and hold harmless Magereza Sacco, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses (whether direct, indirect or consequential), liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your violation of any provision of these Terms; (ii) your violation of any third party right, including without limitation any copyright, trade mark, trade secret or other property, or privacy right; or (iii) any claim that your Content caused damage to a third party. As far as the law allows, and subject to Section 19, this defence and indemnification obligation will, subject to any provisions contained in the Prescription Act, 68 of 1969, survive termination, modification or expiration of these Terms and your use of the Service and the Website.

Applicable Law and Jurisdiction

These Terms and Conditions shall be interpreted and governed by the laws in force in Kenya. Each party at this moment agrees to submit to the jurisdiction of the Kenyan courts and to waive any objections based upon venue. Magereza Sacco Mobile Application is operated by NLS Global Solutions LTD, a company duly licensed under the company's act under the laws of Kenya.

Termination

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you shall immediately cease all access to and use of the App and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this App in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the App shall not be liable to you or any other person as a result of any such suspension or termination. If you are dissatisfied with the App or with any terms, conditions, rules,

policies, guidelines, or practices of Jade E-Services in operating the App, your sole, and exclusive remedy is to discontinue using the App.

Severability

If any portion of these terms or conditions is held by any court or tribunal to be invalid or unenforceable, either in whole or part, then that part shall be severed from these Terms and Conditions of Use and shall not affect the validity or enforceability of any other section listed in this document.

Miscellaneous Provisions

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Use to any third party is prohibited unless agreed upon in writing by the service provider. We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions of Use to any third party.

Terms of Sale

General

You confirm that you are at least 18 years of age or are accessing the App under the supervision of a parent or legal guardian. You agree that if you are unsure of the meaning of any part of the Terms and Conditions of Sale, you will not hesitate to contact us for clarification before making a purchase. These Terms and Conditions of Sale entirely govern the sale of services purchased on this App. No extrinsic evidence, whether oral or written, will be incorporated.

Formation of Contract

Both parties agree that browsing the app and gathering information regarding the services provided by the service provider does not constitute an offer to sell, but merely an invitation to treat. The parties accept that a phone number is only made visible once the service provider has paid the facilitation fee. Both parties agree that the acceptance of the offer is not made when the service consumer contacts you by phone to confirm that the request accepted will be fulfilled. Your offer is only accepted when we display the telephone number to you. Please note that there are cases when a request cannot be processed for various reasons. The App reserves the right to refuse or cancel any request for any reason at any given time.

Acceptance of Electronic Documents

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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Miscellaneous Provisions

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Sale to any third party is prohibited unless agreed upon in writing by the service provider. We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions of Sale to any third party.

Notice of Copyright Infringement

If you have any complaints about the violation of your copyright, kindly write to the following address: If you think that your intellectual property may have been infringed upon in our app, please notify us (insert physical address and email address for copyright complaints). We expeditiously respond to all concerns regarding copyright infringements.

We request that the following be provided along with your complaint:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyrighted work for the claim.
2. A proper description to be provided of the copyrighted work claimed to have been infringed.
3. You provide us with a precise description of the location of the infringing material on our App.
4. The contacts (address, telephone number or e-mail address) and other leading information of the party that is complaining
5. A written statement should be made by the party complaining that he has a good-faith belief that usage of the material in the way that it complains, is not partially or fully approved by the copyright owner, its agents or legally.

6. A statement deposed to under oath, that the information documented in the notice of copyright infringement in the paper is accurate, and that the party complaining that is authorized to act in the position of the copyright owner.

Please note that this procedure is exclusively for notifying Magereza Sacco that your copyrighted material has been infringed