

Terms and Conditions.

Effective 1st August, 2021

Welcome to **SaniDigs**, a brand of Amref Health Africa in Uganda. Please read these Terms and Conditions of use carefully before procuring or obtaining any content, products, or services through our Web site.

Access to and use of our Web site is subject to acceptance of the terms and conditions below ("Terms"), which include our [Privacy Policy](#). By accessing, using or obtaining any content, products, or services through our Web site, you agree to be bound by these terms. If you object to all of these terms, then please do not use our Web site.

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1. Definitions

In this document, terms that commence with a capital letter are defined in this Section or in the preamble.

"Content" means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site. "Content" also includes Marks and Products and Services.

"Mark" means trademark, trade name, service mark, trade dress, logo, custom graphics, or icon.

"Member" means an individual who has registered with the Site. Members choose a Member ID and a password.

"Member ID" means the e-mail address you use (with your password) to login to our Site.

"SaniDigS" or **"we"** means Sanitation Digital Solutions .

"Products and Services" means the services and other items available through the Site.

The terms **"Site," "Marks," "Content,"** and **"Products and Services"** do not include the sites, marks, content, products or services that are provided by third parties, and that are available through a link from this Site. **Their use is subject to the terms set forth by their respective owners or operations, on the third party's Web site,**

"Site" means this Web site www.SaniDigS.org and any respective sub sites, together with the respective Content, Marks, Products and Services available from this Site and any sub sites.

2. Scope and Terms

Site.

These Terms govern your use of all Content, Products or Services available through the Site. You agree to be bound by these Terms, and to use the Site in strict compliance with all applicable laws, rulings and regulations, and in a manner that does not negatively reflect on the goodwill or reputation of **SaniDigS** and its Providers.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and [business entity name] (“we,” “us” or “our”), concerning your access to and use of SaniDigS website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

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 and Conditions at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions 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 and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

Age restriction

Minors as defined under the laws of their jurisdiction or residence are not eligible to register, use or Book Services available on the Site.

Responsible party

You are responsible for maintaining the secrecy of your Member ID and password. This is essential to protect the confidentiality of any information that may be stored. In addition, you will be financially accountable for all use of our Site by you and anyone using your password and login information.

3. Use of the Site

No Copy, Distribution, or Sale.

You may download, display, or print one (1) copy of any portion of the Content.

If you do so, you may not modify the Content in any way, and you must not reproduce SaniDigS **without** copyright notice (or the Provider's notice as applicable) in the form:

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as displayed on the relevant page(s) that you might copy.

Except as provided above, you may not

- Copy, reproduce, upload, post, display, republish, distribute, transmit, any part of the Content in any form whatsoever;
- Use a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;
- Modify, translate into any language or computer language, or create derivative works from, any Content or any part of this Site;
- Reverse engineer any part of this Site; or
- Sell, offer for sale, transfer, or license any portion of the Site in any form to any third parties

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 and Conditions;

[(4) you are not under the age of 13;]

(5) not a minor in the jurisdiction in which you reside[, or if a minor, you have received parental permission to use the Site];

(7) you will not use the Site for any illegal or unauthorized purpose;

(8) 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).

Other Limitations.

Unless otherwise provided within these Terms, or unless specific applicable law requires SaniDigs to allow you to do so, you may not do any of the following without the prior written consent from Sanidigs:

- Use any robot, spider, other automatic device, or manual process to monitor Content;
- Use the Site to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand;
- Imply in any fashion that SaniDigS is endorsing your products or services;
- Place false or misleading information on the Site;
- Post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms.
- Use or access the Site in any way that, in our reasonable judgment, adversely affects the performance or function of the Site, or any other computer systems or networks used by **SaniDigS** other Site users or members;
- Upload or transmit to the Site or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, intercept, the normal operation of our Site, or appropriate the Site or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party;
- Use any device, software, or routine that interferes, or attempts to interfere, with the normal operation of our site, or take any action that impose an unreasonable load on our equipment; or
- Disguise the origin of the information transmitted through the Site.

Member ID and Password.

Access to certain areas of the Site is only available to registered members. To become a registered Member, you are required to answer a limited number of mandatory questions. Answers to additional questions are optional. You represent and warrant that all information you supply to us about yourself and others, including email addresses, is true, valid and accurate, and that you have the right to supply us with such information.

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.

Site Management

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, 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;
- (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

Termination.

SaniDigS, in its sole discretion, may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our Site, even if access continues to be allowed to others. Upon such termination or suspension, you must immediately discontinue use of the Site, and destroy any copy you have made of any portion of the Site. Accessing the Site after such termination, suspension, or discontinuation shall constitute an act of trespass. **SaniDigS** shall not be responsible to you to such suspension or termination.

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.

Changes.

Any aspect of the Site may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time, and without prior notice to you. However, we make no commitment to update the information contained on this Site. You agree that **SaniDigS** shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance.

We may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services. We may also modify these Terms, at any point in time without notice to the user.

4. Privacy and Security.

Your use of the Site is subject to our [Privacy Policy](#) . You agree that you have read our Privacy Policy, and it is reasonable and acceptable to you.

Your acceptance of these Terms is also your consent to the information practices in our Privacy Policy.

5. Services and Content.

Availability

We will use our reasonable commercial efforts to keep our Site available on a 24-hour/7-day-a-week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. We cannot promise that access to the Site will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime.

Content

The Content is intended for information purposes only. Although we exercise reasonable efforts to ensure their quality and accuracy, there might be errors, or the information provided may not be complete, current, or applicable to your particular situation. Further, information provided regarding the service, amenities, products, etc. have been provided to us by the vendor. We assume no liability or responsibility for any errors or omissions. You are responsible for evaluating the accuracy, completeness, and usefulness of any opinion, advice, or other content available through the Site or obtained from a linked site.

You shall receive a confirmation message on your email as fed in the system by you the user once the transaction is successful. We send confirmations within 24 hours of your Booking. If

you have not received a confirmation of your booking via e-mail, first look into your "spam" or "junk" folder to verify that it has not been misdirected, and if still not found, please send an email to info@sanidigs.org

Viruses

We make reasonable attempts to exclude viruses from the Site, but cannot ensure that the Site will be at all times free from viruses or other destructive software. You are urged to take appropriate safeguards before downloading information from the Site. We assume no responsibility for any damages to computer equipment or other property that may result from use of the Site or downloading anything from the Site.

6. Links to third party sites.

Outbound Links.

For your convenience, our Site provides links to other sites. When you click on one of these links, you are leaving our site and entering another site. We are not responsible for such third party Web sites.

You should carefully review the terms and conditions of use of these sites, because these terms will apply to your visit to these other sites.

Inbound Links.

We welcome links from a third party site to our Site, through a plain text link, provided that

- (a) you discontinue providing a link to our Site if so requested by **SaniDigS** ;
- (b) you do not imply in any fashion that **SaniDigS** is endorsing any of your products or service or is affiliated with you,
- (c) you do not present **SaniDigS** in a false light, or provide misleading or false information about **SaniDigS** , or its Site or Services,
- (d) you do not remove or obscure the copyright notices, or other notices on this Site;
- (e) you do not use any Mark of **SaniDigS** ; and;
- (f) you do not replicate, frame or mirror the content of the Site.

We reserve the right to require you to remove links to the Site, in our sole discretion.

7. Intellectual Property.

Ownership rights.

This Site is the sole and exclusive property of **SaniDigS** or its licensors. **SaniDigS** and its licensors retain all right, title and interest (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) in the Site. The Site is protected by copyright, trademark, patent, trade secrets, unfair competition, and other laws of worldwide, through the application of local laws or international treaties. Any unauthorized use, reproduction or modification of this Site may violate such laws.

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 and Conditions, 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

Trademarks.

All Marks that appear, or displayed, or used on the Site are registered under the Trademarks Act of Uganda. These Marks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from **SaniDigS**.

Additional Copyright Notices.

Much of the Content is owned by third parties. These materials are subject to the additional terms below, which are incorporated into, and made a part of the Terms.

If there is a conflict between the Additional Copyright Notices and the remainder of these Terms, the Additional Copyright Notice supersede any provision of these Terms with respect to the Content to which it pertains.

Your Comments and Submissions

Any communications or materials you transmit to **SaniDigS** through the Site, by electronic mail or otherwise, including any data, question, comments, rating of a property or attraction, suggestion, idea, or the like ("Communications or Materials") will be treated as non-confidential and non-proprietary. By voluntarily submitting to us, or by posting on the Site any Communications or Materials, you grant **SaniDigS**, and all users of the Site, a worldwide, non-exclusive, royalty free, perpetual, irrevocable, and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from distribute, and display such Communications or Materials in any form, media or technology. We assume no responsibility for any Communications or Materials posted or submitted, or for the return or such Communications or Materials. We want your feedback and appreciate your ideas and suggestions, but we are unable to answer every comment individually.

8. Fees

SaniDigS . may charge a fee for the service it provides when you book or reserve any services through the Site. Any such service fee is non-refundable. In addition, you will be responsible for all charges, fees, duties, taxes, and assessment arising out of your use of the Products and Services available from the Site.

9. Disclaimer of Warranty

SaniDigS . and its Providers make no warranty of any kind regarding the Site, Content, Products or Services, all of which are provided on an "as is" basis. **SaniDigS** . and its Providers expressly disclaim any representation or warranty that the Site will be free from errors, viruses or other harmful components, that communications to or from the Site will be secure and not intercepted, that the Services and other capabilities offered from the Site will be uninterrupted, or that its Content will be accurate, complete or timely. The fact that **SaniDigS**. is including or offering any Product or Service on the Site is not an endorsement or a recommendation of the Product or Service.

OTHER THAN THOSE WARRANTIES WHICH, UNDER THE LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAWS, AND ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION, **SaniDigS**. AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability

Subject to applicable law, use of this Site and its Content is at your sole risk. Services and Products made available on this Site are subject to conditions imposed by the Providers, including but not limited to tariffs, conditions of carriage, international conventions and arrangements, and government regulations. Providers who furnish products or services through this Site are independent contractors, and not agents or employees of **SaniDigS**.

IN NO EVENT WILL **SaniDigS**. OR ITS PROVIDERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THIS SITE, ANY HYPER LINKED WEB SITE, THE ACTS OR OMISSIONS OF PROVIDERS WHO FURNISH PRODUCTS OR SERVICES THROUGH THIS SITE, OR THE PRODUCTS OR SERVICES OFFERED BY PROVIDERS THROUGH THIS SITE, INCLUDING, WITHOUT LIMITATION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH(I) ANY USE OF, BROWSING OR DOWNLOADING OF

ANY PART OF OUR SITE OR CONTENT, (II) ANY FAILURE OR DELAY (INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR RESERVATIONS OR TICKETING), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY US OR ANY PROVIDER, OR (IV) ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, EVEN IF **SaniDigS**. AND THE PROVIDER(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY.

If, despite the limitation above, **SaniDigS**. or a Provider is found liable for any loss or damage which arises out of or is in any way connected with any of the occurrences described in the limitation above, then **SaniDigS**. and the Providers' liability will in no event exceed, in total, the sum of Uganda Shillings 1,950/= Uganda Shillings One thousand Nine Hundred and Fifty only)

11. Indemnification.

You agree to defend and indemnify **SaniDigS**. and any Provider, and each of their respective officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, in excess of the liability described above, in any action filed or commenced by any third party against **SaniDigS**. as a result of (1) your breach of these Terms or the documents made part of these Terms by reference, (2) your violation of any law or the rights of a third party or (3) your use of our Site.

13. Disputes

The laws of the Republic of Uganda, without regard to its conflict of law rules, will govern these Terms. If you take any legal action relating to your use of our site or these Terms, you agree to file such action only in the Republic of Uganda. In any such action or any action we may initiate, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to costs, both taxable and non-taxable, and reasonable attorneys' fees.

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms and Conditions (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 informally for at least 14 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute will be finally and exclusively resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, Cap. 4. The language of arbitration shall be English and the place of arbitration shall be Kampala.

14. General

Your acceptance of these Terms, and your use of the Site do not create a joint venture, partnership, employment, or agency relationship with us. You may not assign, delegate, or transfer your rights or obligations under these Terms. If we fail to act with respect to your breach or anyone else's breach on any occasion, we are not waiving our right to act with respect to future or similar breaches. If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. The headings in these Terms are for your convenience and reference; they do not limit or affect these Terms. These Terms, together with those items made a part of these terms by reference, make up the entire agreement between us relating to your use of our site, and replaces any prior understandings or agreements (whether oral or written) regarding your use of our site.

15. Provisions of these Terms and Conditions.

Modifications.

We may modify, revise or update these Terms and/or the Privacy Policy, at any time, by updating this posting. You should visit this page from time to time to review the then-current Terms, because they are binding on you. Your continued use of our site, following the posting of conspicuous notice of any modification, will be subject to the Terms in effect at the time of your use. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of this Site.

Written documents

You may preserve these Terms in written form by printing them for your records, and you waive any other requirement that these Terms be evidenced by a written document.

Electronic Notification

To the extent that we may need to contact you, you agree that we may do so via any electronic means, included but not limited to communication posted on the Site, electronic mail, or instant messaging.

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 electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

16. Contact Information

If you have any questions or concerns about these Terms or if you need further assistance with respect to access to or use of the Site or the services offered by **SaniDigS** you may contact our

Customer Service department as indicated below. We will attempt to respond to your questions or concerns promptly after we receive them.

E-mail: info@sanidigs.org

Telephone: +256414346822