

Ndunyu Terms of Use.

Introduction

The Ndunyu website located at <https://ndunyu.co.ke/> (the 'Site') is a copyrighted work belonging to Ndunyu Online Limited ("Ndunyu", "we" or "us"). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features.

All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

.These Terms of Use describe the legally binding Terms and Conditions that oversee your use of the Site and all of its divisions, subsidiaries, and affiliate operated Internet sites which reference these Terms and Conditions. By using the site, you are accepting these terms and you represent that you have the authority and capacity to enter into these Terms. You confirm that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian. If you disagree with any of the provisions of these Terms, do not log into and/or use the site.

Ndunyu may amend any Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to use the Site, you agree that the amended Terms will apply to you.

User Content

"User Content" means any and all information and content that a user submits to the Site. You are exclusively responsible for your User Content. You bear all risks associated with use of your User Content. You hereby certify that your User Content does not violate our Acceptable Use Policy. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Ndunyu. Because you alone are responsible for your User Content, you may expose yourself to liability. We are not obliged to backup any User Content that you post; also, your User Content may be deleted at any time without prior notice to you. You are solely responsible for making your own backup copies of your User Content if you desire.

You hereby grant to Ndunyu an irreversible, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irreversibly waive any claims and assertions of moral rights or attribution with respect to your User Content.

Acceptable Use Policy.

The following terms constitute our "Acceptable Use Policy": You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right or any intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening,

harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site, whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to the Site.

We reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account and/or reporting you to law enforcement authorities.

If you provide Ndunyu with any feedback or suggestions regarding the Site, you hereby assign to us all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it believes appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary.

Third-Party Links & Ads; Other Users

Third-Party Links & Ads. The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

Other Users. Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that we will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

Cookies and Web Beacons. The site uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

Limitation on Liability

To the maximum extent permitted by law, in no event shall Ndunyu or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

You agree to indemnify and hold Ndunyu and its officers, employees, and agents harmless from any claim or demand made by any third-party, including legal costs, due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Ndunyu reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Intellectual Property.

All trademarks, logos and service marks displayed on the Site are our property or the property of other third-parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks. Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification must be provided to us :

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;
- a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and

- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Applicable Law and Jurisdiction

These Terms and Conditions shall be interpreted and governed by the laws in force in Kenya. Each party hereby agrees to submit to the jurisdiction of the Kenyan courts and to waive any objections based upon venue.

General

Electronic Communications. The communications between you and Ndunyu use electronic means, whether you use the Site or send us emails, or whether we post notices on the Site or communicate with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Ndunyu provides to you electronically satisfy any legal obligation that such communications would satisfy if they were in a hard copy writing.

Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Ndunyu is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Ndunyu may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

Contact Information

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