



# Acceptable Use

## Acceptable use policy

These acceptable use policy ("Acceptable Use Policy", "AUP", "Policy") is an agreement between Kazi Tech (Kenya) Limited ("Kazi Tech (Kenya) Limited", "us", "we" or "our") and you ("User", "you" or "your"). This Policy sets forth the general guidelines and acceptable and prohibited uses of the Kazi App mobile application and any of its products or services (collectively, "Mobile Application" or "Services").

### Prohibited activities and uses

You may not use the Services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this Policy:

- Distributing malware or other malicious code.
- Disclosing sensitive personal information about others.
- Collecting, or attempting to collect, personal information about third parties without their knowledge or consent.
- Distributing pornography or adult related content.
- Promoting or facilitating prostitution or any escort services.
- Hosting, distributing or linking to child pornography or content that is harmful to minors.
- Promoting or facilitating gambling, violence, terrorist activities or selling weapons or ammunition.
- Engaging in the unlawful distribution of controlled substances, drug contraband or prescription medications.
- Managing payment aggregators or facilitators such as processing payments on behalf of other businesses or charities.
- Facilitating pyramid schemes or other models intended to seek payments from public actors.
- Threatening harm to persons or property or otherwise harassing behavior.
- Infringing the intellectual property or other proprietary rights of others.
- Facilitating, aiding, or encouraging any of the above activities through our Services.

### System abuse

Any User in violation of our Services security is subject to criminal and civil liability, as well as immediate account termination. Examples include, but are not limited to the following:

- Use or distribution of tools designed for compromising security of the Services.
- Intentionally or negligently transmitting files containing a computer virus or corrupted data.
- Accessing another network without permission, including to probe or scan for

vulnerabilities or breach security or authentication measures.

– Unauthorized scanning or monitoring of data on any network or system without proper authorization of the owner of the system or network.

### **Service resources**

You may not consume excessive amounts of the Services or use the Services in any way which results in performance issues or which interrupts the services for other Users. Prohibited activities that contribute to excessive use, include without limitation:

– Deliberate attempts to overload the Services and broadcast attacks (i.e. denial of service attacks).

– Engaging in any other activities that degrade the usability and performance of our Services.

### **No spam policy**

You may not use our Services to send spam or bulk unsolicited messages. We maintain a zero tolerance policy for use of our Services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 ("SPAM").

Your products or services advertised via SPAM (i.e. Spamvertised) may not be used in conjunction with our Services. This provision includes, but is not limited to, SPAM sent via fax, phone, postal mail, email, instant messaging, or newsgroups.

Sending emails through our Services to purchased email lists ("safe lists") will be treated as SPAM.

### **Defamation and objectionable content**

We value the freedom of expression and encourages Users to be respectful with the content they post. We are not a publisher of User content and are not in a position to investigate the veracity of individual defamation claims or to determine whether certain material, which we may find objectionable, should be censored. However, we reserve the right to moderate, disable or remove any content to prevent harm to others or to us or our Services, as determined in our sole discretion.

Copyrighted content Copyrighted material must not be published via our Services without the explicit permission of the copyright owner or a person explicitly authorized to give such permission by the copyright owner. Upon receipt of a claim for copyright infringement, or a notice of such violation, we will immediately run full investigation and, upon confirmation, will notify the person or persons responsible for publishing it and, in our sole discretion, will remove the infringing material from the Services. We may terminate the Service of Users with repeated copyright infringements. Further procedures may be carried out if necessary. We will assume no liability to any User of the Services for the removal of any such material.

If you believe your copyright is being infringed by a person or persons using our Services, please send a report of the copyright infringement to the contact details listed at the end of this Policy. Your notice must include the following: –  
Identification of the copyrighted work claimed to have been infringed, or if multiple

copyrighted words at a single site are covered by a single notification, a representative list of such works at that site.

– Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

– Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address.

– A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law. – A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

– A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Security You take full responsibility for maintaining reasonable security precautions for your account. You are responsible for protecting and updating any login account provided to you for our Services. You must protect the confidentiality of your login details, and you should change your password periodically.

## **Enforcement**

We reserve our right to be the sole arbiter in determining the seriousness of each infringement and to immediately take corrective actions, including but not limited to:

– Suspending or terminating your Service with or without notice upon any violation of this Policy. Any violations may also result in the immediate suspension or termination of your account. – Disabling or removing any content which is prohibited by this Policy, including to prevent harm to others or to us or our Services, as determined by us in our sole discretion.

– Reporting violations to law enforcement as determined by us in our sole discretion.

– A failure to respond to an email from our abuse team within 2 days, or as otherwise specified in the communication to you, may result in the suspension or termination of your Services.

Suspended and terminated User accounts due to violations will not be re-activated. A backup of User's data may be requested, however it may be subject to certain penalty fees imposed according to the breach of this Policy terms. The final penalty fee will be determined by the type and frequency of the violations.

Nothing contained in this Policy shall be construed to limit our actions or remedies in any way with respect to any of the prohibited activities. We reserve the right to take any and all additional actions we may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from our Services, and levying cancellation charges to cover our costs. In addition, we reserve at all times all rights and remedies available to us with respect to such activities at law or in equity.

## **Reporting violations**

If you have discovered and would like to report a violation of this Policy, please

contact us immediately. We will investigate the situation and provide you with full assistance.

### **Changes and amendments**

We reserve the right to modify this Policy or its terms relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Policy in the Mobile Application. When we do, we will post a notification in our Mobile Application. Continued use of the Mobile Application after any such changes shall constitute your consent to such changes.

### **Acceptance of this policy**

You acknowledge that you have read this Policy and agree to all its terms and conditions. By using the Mobile Application or its Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to use or access the Mobile Application and its Services.

### **Contacting us**

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to it, you may send an email to [policy@kaziapp.co.ke](mailto:policy@kaziapp.co.ke)

This document was last updated on February 8, 2020

# Cookie Policy

## Cookie policy

This cookie policy ("Policy") describes what cookies are and how Kazi Tech (Kenya) Ltd ("Kazi Tech (Kenya) Ltd", "we", "us" or "our") uses them on the kaziapp.co.ke website and any of its products or services (collectively, "Website" or "Services").

You should read this Policy so you can understand what type of cookies we use, the information we collect using cookies and how that information is used. It also describes the choices available to you regarding accepting or declining the use of cookies. For further information on how we use, store and keep your personal data secure, see our Privacy Policy.

### What are cookies?

Cookies are small pieces of data stored in text files that are saved on your computer or other devices when websites are loaded in a browser. They are widely used to remember you and your preferences, either for a single visit (through a "session cookie") or for multiple repeat visits (using a "persistent cookie").

Session cookies are temporary cookies that are used during the course of your visit to the Website, and they expire when you close the web browser.

Persistent cookies are used to remember your preferences within our Website and remain on your desktop or mobile device even after you close your browser or restart your computer. They ensure a consistent and efficient experience for you while visiting our Website or using our Services.

Cookies may be set by the Website ("first-party cookies"), or by third parties, such as those who serve content or provide advertising or analytics services on the website ("third party cookies"). These third parties can recognize you when you visit our website and also when you visit certain other websites.

### What type of cookies do we use?

#### – Necessary cookies

Necessary cookies allow us to offer you the best possible experience when accessing and navigating through our Website and using its features. For example, these cookies let us recognize that you have created an account and have logged into that account to access the content.

#### – Functionality cookies

Functionality cookies let us operate the Website and our Services in accordance with the choices you make. For example, we will recognize your username and remember how you customized the Website and Services during future visits.

#### – Analytical cookies

These cookies enable us and third-party services to collect aggregated data for statistical purposes on how our visitors use the Website. These cookies do not contain personal information such as names and email addresses and are used to help us improve your user experience of the Website.

#### – Social media cookies

Third-party cookies from social media sites (such as Facebook, Twitter, etc) let us track social network users when they visit our Website, use our Services or share content, by using a tagging mechanism provided by those social networks.

These cookies are also used for event tracking and remarketing purposes. Any data collected with these tags will be used in accordance with our and social networks' privacy policies. We will not collect or share any personally identifiable information from the user.

#### **What are your cookie options?**

If you don't like the idea of cookies or certain types of cookies, you can change your browser's settings to delete cookies that have already been set and to not accept new cookies. To learn more about how to do this or to learn more about cookies, visit [internetcookies.org](http://internetcookies.org)

#### **Changes and amendments**

We reserve the right to modify this Policy relating to the Website or Services at any time, effective upon posting of an updated version of this Policy on the Website. When we do we will send you an email to notify you. Continued use of the Website after any such changes shall constitute your consent to such changes.

#### **Acceptance of this policy**

You acknowledge that you have read this Policy and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to use or access the Website and its Services.

#### **Contacting us**

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to our use of cookies, you may send an email to [info@kaziapp.co.ke](mailto:info@kaziapp.co.ke)

This document was last updated on February 28, 2020

# Disclaimer

## Disclaimer

This disclaimer ("Disclaimer", "Agreement") is an agreement between Kazi Tech (Kenya) Ltd ("Kazi Tech (Kenya) Ltd", "us", "we" or "our") and you ("User", "you" or "your"). This Disclaimer sets forth the general guidelines, terms and conditions of your use of the Kazi App mobile application and any of its products or services (collectively, "Mobile Application" or "Services").

## Representation

Any views or opinions represented in this Mobile Application belong solely to the Content creators and do not represent those of people, institutions or organizations that the Kazi Tech (Kenya) Ltd or creators may or may not be associated with in professional or personal capacity, unless explicitly stated. Any views or opinions are not intended to malign any religion, ethnic group, club, organization, company, or individual.

## Content and postings

You may not modify, print or copy any part of the Mobile Application. Inclusion of any part of this Mobile Application in another work, whether in printed or electronic or another form or inclusion of any part of the Mobile Application in another mobile application by embedding, framing or otherwise without the express permission of Kazi Tech (Kenya) Ltd is prohibited. Compensation

This Mobile Application accepts forms of advertising. Advertising space will always be identified as such. Indemnification and warranties

While we have made every attempt to ensure that the information contained in the Mobile Application is correct, Kazi Tech (Kenya) Ltd is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information in the Mobile Application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied. In no event will Kazi Tech (Kenya) Ltd, or its partners, employees or agents, be liable to you or anyone else for any decision made or action taken in reliance on the information in the Mobile Application or for any consequential, special or similar damages, even if advised of the possibility of such damages. Furthermore, information contained in the Mobile Application and any pages linked to and from it are subject to change at any time and without warning.

We reserve the right to modify this Disclaimer relating to the Mobile Application or Services at any time, effective upon posting of an updated version of this Disclaimer in the Mobile Application. When we do we will send you an email to notify you. Continued use of the Mobile Application after any such changes shall constitute your consent to such changes.

**Acceptance of this disclaimer**

You acknowledge that you have read this Disclaimer and agree to all its terms and conditions. By accessing the Mobile Application you agree to be bound by this Disclaimer. If you do not agree to abide by the terms of this Disclaimer, you are not authorized to use or access the Mobile Application.

**Contacting us**

If you would like to contact us to understand more about this Disclaimer or wish to contact us concerning any matter relating to it, you may send an email to [policy@kaziapp.co.ke](mailto:policy@kaziapp.co.ke)

This document was last updated on February 28, 2020

# Privacy Policy

## Privacy policy

This privacy policy ("Policy") describes how Kazi Tech (Kenya) Ltd ("Kazi Tech (Kenya) Ltd", "we", "us" or "our") collects, protects and uses the personally identifiable information ("Personal Information") you ("User", "you" or "your") may provide in the Kazi App mobile application and any of its products or services (collectively, "Mobile Application" or "Services").

It also describes the choices available to you regarding our use of your Personal Information and how you can access and update this information. This Policy does not apply to the practices of companies that we do not own or control, or to individuals that we do not employ or manage.

## Automatic collection of information

When you open the Mobile Application our servers automatically record information that your device sends. This data may include information such as your device's IP address and location, device name and version, operating system type and version, language preferences, information you search for in our Mobile Application, access times and dates, and other statistics.

Information collected automatically is used only to identify potential cases of abuse and establish statistical information regarding Mobile Application traffic and usage. This statistical information is not otherwise aggregated in such a way that would identify any particular user of the system.

## Collection of personal information

You can visit the Mobile Application without telling us who you are or revealing any information by which someone could identify you as a specific, identifiable individual. If, however, you wish to use some of the Mobile Application's features, you will be asked to provide certain Personal Information (for example, your name and e-mail address). We receive and store any information you knowingly provide to us when you create an account, publish content, or fill any online forms in the Mobile Application. When required, this information may include the following:

- Personal details such as name, country of residence, etc.
- Contact information such as email address, address, etc.
- Account details such as user name, unique user ID, password, etc.
- Proof of identity such as photocopy of a government ID.
- Geolocation data of the mobile device such as latitude and longitude.
- Certain features on the mobile device such as contacts, calendar, gallery, etc.
- Any other materials you willingly submit to us such as articles, images, feedback, etc.

You can choose not to provide us with your Personal Information, but then you may not be able to take advantage of some of the Mobile Application's features. Users who are uncertain about what information is mandatory are welcome to contact us.

### **Managing personal information**

You are able to delete certain Personal Information we have about you. The Personal Information you can delete may change as the Mobile Application or Services change. When you delete Personal Information, however, we may maintain a copy of the unrevised Personal Information in our records for the duration necessary to comply with our obligations to our affiliates and partners, and for the purposes described below. If you would like to delete your Personal Information or permanently delete your account, you can do so by contacting us.

### **Storing personal information**

We will retain and use your Personal Information for the period necessary to comply with our legal obligations, resolve disputes, and enforce our agreements unless a longer retention period is required or permitted by law. We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally. Once the retention period expires, Personal Information shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after the expiration of the retention period.

### **Use and processing of collected information**

In order to make our Mobile Application and Services available to you, or to meet a legal obligation, we need to collect and use certain Personal Information. If you do not provide the information that we request, we may not be able to provide you with the requested products or services. Some of the information we collect is directly from you via our Mobile Application. However, we may also collect Personal Information about you from other sources such as social media, emails, etc. Any of the information we collect from you may be used for the following purposes:

- Create and manage user accounts
- Fulfill and manage orders – Deliver products or services
- Improve products and services – Send administrative information
- Send marketing and promotional communications
- Respond to inquiries and offer support
- Request user feedback
- Improve user experience
- Post customer testimonials
- Deliver targeted advertising
- Administer prize draws and competitions
- Enforce terms and conditions and policies
- Protect from abuse and malicious users
- Respond to legal requests and prevent harm
- Run and operate our Mobile Application and Services

Processing your Personal Information depends on how you interact with our Mobile Application, where you are located in the world and if one of the following applies: (i) You have given your consent for one or more specific purposes. This, however, does not apply, whenever the processing of Personal Information is subject to European data protection law; (ii) Provision of information is necessary for the performance of an agreement with you and/or for any pre-contractual obligations thereof; (iii) Processing is necessary for compliance with a legal obligation to which you are subject; (iv) Processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in us; (v) Processing is necessary for the purposes of the legitimate interests pursued by us or by a third party.

Note that under some legislations we may be allowed to process information until you object to such processing (by opting out), without having to rely on consent or any other of the following legal bases below. In any case, we will be happy to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Information is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

### **The rights of users**

You may exercise certain rights regarding your information processed by us. In particular, you have the right to do the following: (i) you have the right to withdraw consent where you have previously given your consent to the processing of your information; (ii) you have the right to object to the processing of your information if the processing is carried out on a legal basis other than consent; (iii) you have the right to learn if information is being processed by us, obtain disclosure regarding certain aspects of the processing and obtain a copy of the information undergoing processing; (iv) you have the right to verify the accuracy of your information and ask for it to be updated or corrected; (v) you have the right, under certain circumstances, to restrict the processing of your information, in which case, we will not process your information for any purpose other than storing it; (vi) you have the right, under certain circumstances, to obtain the erasure of your Personal Information from us; (vii) you have the right to receive your information in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that your information is processed by automated means and that the processing is based on your consent, on a contract which you are part of or on pre-contractual obligations thereof.

### **Privacy of children**

We do not knowingly collect any Personal Information from children under the age of 13. If you are under the age of 13, please do not submit any Personal Information through our Mobile Application or Service. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide Personal Information through our Mobile Application or Service without their permission.

If you have reason to believe that a child under the age of 13 has provided Personal Information to us through our Mobile Application or Service, please contact us. You must also be old enough to consent to the processing of your Personal Information in your country (in some countries we may allow your parent or guardian to do so on your behalf).

### **Newsletters**

We offer electronic newsletters to which you may voluntarily subscribe at any time. We are committed to keeping your e-mail address confidential and will not disclose your email address to any third parties except as allowed in the information use and processing section or for the purposes of utilizing a third-party provider to send such emails. We will maintain the information sent via e-mail in accordance with applicable laws and regulations.

In compliance with the CAN-SPAM Act, all e-mails sent from us will clearly state who the e-mail is from and provide clear information on how to contact the sender. You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails or by contacting us. However, you will continue to receive essential transactional emails.

### **Remarketing**

We also may permit certain third-party companies to help us tailor advertising that we think may be of interest to users and to collect and use other data about user activities in the Mobile Application. These companies may deliver ads that might place cookies and otherwise track user behavior.

### **Advertisement**

We may display online advertisements and we may share aggregated and non-identifying information about our customers that we collect through the registration process or through online surveys and promotions with certain advertisers. We do not share personally identifiable information about individual customers with advertisers. In some instances, we may use this aggregated and non-identifying information to deliver tailored advertisements to the intended audience.

### **Links to other mobile applications**

Our Mobile Application contains links to other mobile applications that are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other mobile applications or third-parties. We encourage you to be aware when you leave our Mobile Application and to read the privacy statements of each and every mobile application that may collect Personal Information.

### **Information security**

We secure information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. We maintain reasonable administrative, technical, and physical safeguards in an effort to protect against unauthorized access, use, modification, and disclosure of Personal

Information in its control and custody. However, no data transmission over the Internet or wireless network can be guaranteed. Therefore, while we strive to protect your Personal Information, you acknowledge that (i) there are security and privacy limitations of the Internet which are beyond our control; (ii) the security, integrity, and privacy of any and all information and data exchanged between you and our Mobile Application cannot be guaranteed; and (iii) any such information and data may be viewed or tampered with in transit by a third-party, despite best efforts.

### **Data breach**

In the event we become aware that the security of the Mobile Application has been compromised or users Personal Information has been disclosed to unrelated third parties as a result of external activity, including, but not limited to, security attacks or fraud, we reserve the right to take reasonably appropriate measures, including, but not limited to, investigation and reporting, as well as notification to and cooperation with law enforcement authorities. In the event of a data breach, we will make reasonable efforts to notify affected individuals if we believe that there is a reasonable risk of harm to the user as a result of the breach or if notice is otherwise required by law. When we do, we will send you an email.

### **Legal disclosure**

We will disclose any information we collect, use or receive if required or permitted by law, such as to comply with a subpoena, or similar legal process, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request. In the event we go through a business transition, such as a merger or acquisition by another company, or sale of all or a portion of its assets, your user account, and Personal Information will likely be among the assets transferred.

### **Changes and amendments**

We may update this Privacy Policy from time to time in our discretion and will notify you of any material changes to the way in which we treat Personal Information. When changes are made, we will send you an email to notify you. We may also provide notice to you in other ways in our discretion, such as through contact information you have provided. Any updated version of this Privacy Policy will be effective immediately upon the posting of the revised Privacy Policy unless otherwise specified. Your continued use of the Mobile Application or Services after the effective date of the revised Privacy Policy (or such other act specified at that time) will constitute your consent to those changes. However, we will not, without your consent, use your Personal Data in a manner materially different than what was stated at the time your Personal Data was collected.

### **Acceptance of this policy**

You acknowledge that you have read this Policy and agree to all its terms and conditions. By using the Mobile Application or its Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to use or access the Mobile Application and its Services.

## **Contacting us**

If you would like to contact us to understand more about this Policy or wish to contact us concerning any matter relating to individual rights and your Personal Information, you may send an email to [policy@kaziapp.co.ke](mailto:policy@kaziapp.co.ke)

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