

TERMS AND CONDITIONS

These terms and conditions outline the rules and regulations for the use of Eazy Hunt's Website, located at www.eazyhunt.com.

1. GENERAL

1.1 The Terms and Conditions binding upon users represent an agreement between "Eazy Hunt" and the individual user. By accessing, using, or perusing the materials or services available on the website "www.eazyhunt.com," users automatically recognize and consent to these terms and conditions, considering them akin to a formally signed, legally binding document.

1.2 Eazy Hunt retains the right to amend these Terms and Conditions at its discretion. Any alterations affecting user rights will be communicated on the website, application, or via email. Users are advised to regularly review these terms and conditions to stay informed of any changes, as compliance is a legal obligation.

1.3 Upon accessing Eazy Hunt's websites or applications subsequent to the notification of changes or updates, users agree to abide by the revised terms. Users acknowledge that their access and use of the website and/or its content are solely and exclusively their responsibility. Certain services may be subject to specific conditions, which, if applicable, supersede, complement, or modify these Terms and Conditions. By availing themselves of such services, users expressly accept the corresponding specific terms and conditions.

1.4 Minors (under 18 years old) are prohibited from accessing, registering, browsing, using, storing, and/or downloading materials or services from any Eazy Hunt website or content. Users affirm that they are at least 18 years old and possess the legal capacity to enter into a binding agreement. Failure to comply with these Terms and Conditions may result in Eazy Hunt retaining any payments made for services. Users are responsible for ensuring their legal capacity to enter agreements according to local legislation where the rental or commercial property is located.

1.5 Eazy Hunt provides an online platform connecting rental or commercial property owners or managers ("Owners") with clients ("Clients") seeking medium to long-term lease agreements ("Services"). These services are available on www.eazyhunt.com and other websites and applications offered by Eazy Hunt.

1.6 Users are cautioned that Eazy Hunt does not facilitate tourist rentals of properties. It is not a tour operator or a platform primarily serving as an intermediary for tourist rentals. The platform does not qualify as a channel for tourism promotion under any circumstances.

2. KEY TERMS

2.1 "Eazy Hunt" refers to Eazy Hunt, an internet-based company legally established under the Laws of Kenya, with its registered address at P. O. Box: 4016 Postal Code: 00200, City Square (Nairobi).

2.2 "Eazy Hunt Content" encompasses all material provided by Eazy Hunt through its Website, Application, and services, including content authorized by third parties.

2.3 "Content" denotes text, graphics, images, music, software, audio, video, information, and any other materials published on the Platform or Application.

2.4 "Platform / Website" includes any domains owned by Eazy Hunt, granting Users access to the Online Platform.

2.5 "Application" refers to any application owned by Eazy Hunt available for mobile devices, enabling Users to access services offered through the Website.

2.6 "User" signifies any individual utilizing the Website or Application owned by Eazy Hunt.

2.7 "Client" represents the individual requesting a reservation for Rental or Commercial Property via the Platform, Application, or services, having already paid for Eazy Hunt's services through the official payment method.

2.8 "Owner" designates the individual or entity that has contracted with Eazy Hunt to advertise Rental and Commercial Property on the Platform for reservation by Clients. Owners may be individuals, legal entities, or any other entity authorized to enter into a Lease Agreement for medium to long-term periods on their behalf or for a third party. If the Owner is a legal entity, the

individual utilizing Eazy Hunt services accepts these Terms and Conditions on the Owner's behalf and confirms their legal capacity to fulfill obligations.

2.9 "You" refers to the User, Client, or Owner, as applicable.

2.10 "Advertisement" denotes the publication of Rental or Commercial Property by Eazy Hunt staff, as per agreement between Eazy Hunt staff and the Owner, to make it available for reservation on the Platform.

2.11 "Rental or Commercial Property" signifies the residence, flat, house, lodging, or room published by the Owner on the Eazy Hunt Website for online reservation by Clients.

2.12 "Tenancy Agreement" represents the Private Lease Agreement signed by the Owner (as lessor) and the Client (as lessee), with Eazy Hunt not being a party to it.

2.13 "Service Fee" refers to a fee charged to Users for access to premium services offered by the website. (Refer to the Fees section for details)

2.14 "Tax" or "Taxes" includes Value Added Tax (VAT) and any other applicable municipal, autonomous community, or state taxes.

3. USE OF THE PLATFORM, APPLICATION, AND/OR SERVICES

3.1 The Platform and Application serve Clients seeking medium to long-term rental or commercial property arrangements. Rental or commercial properties are listed on the Platform or Application by Eazy Hunt staff, with Owners' approval and upon request, utilizing necessary technology.

It's important to note that Eazy Hunt is not an owner, manager, or real estate agent, and it does not possess, sell, resell, furnish, rent, sublet, manage, or control properties in any capacity.

3.2 Eazy Hunt's role is limited to providing the Platform, Application, and services, along with charging a non-refundable service fee for accessing premium services. Additionally, Eazy Hunt reserves the right to display commercial advertisements as per agreements between Eazy Hunt and involved parties.

4. RENTAL OR COMMERCIAL PROPERTY LISTING

4.1. All Advertisements featured on the Platform, Application, and services are either prepared by "Eazy Hunt" or the "Owner" and are verified by Eazy Hunt.

4.2. The Owner agrees to grant Eazy Hunt staff access to the Rental or Commercial Property for capturing photos, creating floor plans, recording videos, or any other advertising materials deemed necessary by Eazy Hunt.

4.3. Floor plans included in Advertisements are illustrative and explanatory in nature. Eazy Hunt does not guarantee the accuracy of dimensions depicted in the floor plans and will not be held responsible for any inaccuracies.

4.4. The Owner commits to providing all necessary information requested by Eazy Hunt, including but not limited to, location, capacity, size, features, availability, pricing, and payment terms of the Rental or Commercial Property.

4.5. Any changes to the monthly lease or payment terms of the Rental or Commercial Property advertised are at the Owner's discretion. Requests for modifications or amendments to Advertisements must be initiated by the Owner or Eazy Hunt staff following verification.

4.6. The Owner affirms that all information provided to Eazy Hunt is true, accurate, and up-to-date. They agree to promptly inform Eazy Hunt of any changes and update their account on the Website accordingly. Additionally, the Owner agrees to provide any requested documents promptly for verification of ownership or compliance with legal requirements.

4.7. Advertisements and audio-visual materials are created at no cost to the Owner. The Owner grants authorization for publication of the advertisement and accepts these Terms and Conditions.

4.8. Eazy Hunt reserves the right to evaluate Advertisements of Rental or Commercial Properties at its discretion. The Owner must maintain the Rental or Commercial Property in a condition consistent with that depicted in the advertisement. If significant discrepancies are found, Eazy Hunt may remove the Advertisement from the Platform, Application, or services.

4.9. Eazy Hunt retains ownership of all copyrights or intellectual property rights for audiovisual and advertising materials. Unauthorized use of such material may result in legal action for cessation of use and compensation for damages.

4.10. If the Owner provides audio-visual material, they authorize Eazy Hunt to publish it in the Advertisement and agree to temporarily assign copyright or other intellectual property rights for its use. The Owner warrants that the material does not infringe upon third-party intellectual property rights.

4.11. The Owner explicitly authorizes Eazy Hunt to publish the Advertisement on its Website and may further authorize its publication on third-party websites contracted with Eazy Hunt to maximize exposure.

5. RESERVATION PROCEDURE

5.1. When a Client decides to make a reservation, they should first review all available options at their desired location, where only the price and images of the Rental or Commercial Property are initially provided before payment. Upon the Client's request for further details on a specific property, Eazy Hunt will then provide payment instructions (refer to the Fees section).

5.2. The Owner acknowledges sole responsibility for any Advertisement they approve for publication and confirms their full authority to make the advertised property available for reservation. Furthermore, after accepting a reservation, the Owner commits to:

- a) Not breaching any agreements with third parties, and
- b) Ensuring compliance with all applicable laws, tax requirements, and regulations for any Rental or Commercial Property advertised, and avoiding disputes arising from third-party rights.

5.3. Eazy Hunt bears no liability for any breaches of applicable laws, rules, or regulations by the Owner. Eazy Hunt reserves the right, without prior notice, to remove or disable access to any Advertisement, at its discretion, including those deemed legally questionable.

5.4. Eazy Hunt will provide the Client with certain information about the Owner intending to make the reservation, provided and authorized by the Owner. Both parties acknowledge their responsibility for their actions and any information nondisclosed in this context.

5.5. While using the Platform, Application, or services, you agree that any legal action or claim arising from the actions or omissions of the Owner, Clients, or third parties resulting in injury will be directed solely against the responsible party, holding Eazy Hunt harmless against any legal action or claim in such instances.

5.6. Eazy Hunt recommends that Owners obtain appropriate insurance for their Rental and Commercial Property.

5.7. Eazy Hunt is not liable for the removal or theft of any objects inside or outside the leased Rental and Commercial Property.

5.8. Eazy Hunt operates as a Platform solely for making online Reservations for Rental and Commercial Property and does not provide inspection services or hold keys for the properties.

5.9. Eazy Hunt advises users to seek independent legal advice if they have doubts about their rights and obligations regarding bookings received through the platform.

5.10. Eazy Hunt's role in these agreements is that of a neutral third party.

5.11. Eazy Hunt disclaims any representations regarding the agreements. It is the responsibility of the Tenant and Lister to assess all associated risks.

6. FEES

Important: Please review Clause 8 "Applicable Local Regulations" to confirm any specific information relevant to your region.

Eazy Hunt will levy a Service fee for utilizing their services accessible on the Website/Application, which includes aiding a client or potential client in locating suitable housing of their preference.

Please be aware that the Service Fee is **NON-REFUNDABLE**.

Regardless, the Owner retains the authority to determine, at their discretion, the price of the Rental and Commercial Property.

Discount Codes

Discount or promotional codes will be effective only when applied during the Reservation Request process. Under no circumstances will discounts be applicable at a later time.

7. MOVE-IN POLICY

Important: Please review Clause 8 "Applicable Local Regulations" to confirm any specific information relevant to your region.

Upon the Owner's approval of the reservation, it becomes their responsibility to furnish the Client with any additional instructions regarding moving into the Rental and Commercial Property.

The Owner pledges to ensure that the Rental and Commercial Property reserved by the Client is maintained in the expected and suitable living conditions, consistent with the features and pricing terms advertised.

If the Client finds the Rental and Commercial Property to be below expected living conditions, they have the option to cancel the reservation at their discretion. However, the Service Fee remains non-refundable.

Lease Agreement between the Client and the Owner:

Eazy Hunt is not a party to any Lease Agreement. This Agreement will solely involve the Client and the Owner, thereby absolving Eazy Hunt of any legal matters. Eazy Hunt will not be liable in case of disputes, disagreements, or claims arising from the Lease Agreement. Any issues arising from the Lease Agreement will be resolved solely between the Client and the Owner.

Eazy Hunt will not participate in negotiations regarding a bond or security deposit required by the Owner and paid by the Client under the Lease Agreement or any other Agreement. Additionally, Eazy Hunt will not mediate disputes arising from such bond or security deposit.

Eazy Hunt advises both the Client and the Owner to carefully review the tenancy Agreement or any other Agreement entered into, as it will govern their relationship.

8. APPLICABLE LOCAL REGULATIONS

Important: In the event of conflict between the present Clause 8 “Applicable Local Regulations” and any other clause of the present Terms and Conditions, the provisions contained herein (Clause 8) shall prevail.

APPLICABLE TO KENYA:

OWNERS –

The Owner acknowledges their legal obligation to verify that the Client is legally permitted to rent and/or occupy the property, regardless of whether the Owner's name is on the Lease Agreement. The Owner must confirm and retain the necessary documents proving the Client's right to rent in Kenya. Failure to do so may result in fines imposed by public authorities for approving the tenancy of an ineligible Client.

Both the Owner and the Client acknowledge that Eazy Hunt will not be held liable for verifying the Client's documentation or for any consequences arising from the Owner's failure to conduct regulated checks.

As an Owner, you agree and warrant that when listing a property on the Platform, you comply with the following conditions:

- You are legally entitled to offer the property for rental and will not breach any applicable law, agreement, or contract, including terms with third parties such as mortgages, insurance, fire regulations, and gas and electrical safety.
- You will obtain necessary consents from third parties, if required, before offering the property for rental.

- You are solely responsible for requesting from the Client the required documents in order to comply with all legal requirements in order to execute any of the above-mentioned categories of lease for the Rental and Commercial Property offered through the Platform, as well as being able to provide enough proof before any public authority that might require it.
- You will adhere to any licensing requirements, such as House in Multiple Occupation licenses, and other regional-specific requirements when advertising on the Platform.
- The property advertised on Eazy Hunt complies with health and safety requirements and has appropriate insurance coverage, where applicable.
- You have lawful authority to post photos, videos, and other information about the property, and everything provided with the property is safe and in working order.
- You are fully responsible for ensuring that the property meets legal requirements under relevant legislation, including those outlined in this section.

As an Owner, you acknowledge and accept:

- Legal limitations regarding the Holding Deposit and tenancy deposit.
- Your legal duty to protect any tenancy deposit under the relevant protection scheme and to provide information about it upon the Client's request.

Additionally, you acknowledge that it is your responsibility to ensure compliance with all applicable regulations.

CLIENTS-

As a Client, you expressly agree to the following:

- By using Eazy Hunt's Website/Application, you automatically accept all terms and conditions.

Both the Owner and the Client acknowledge that Eazy Hunt will not be held liable for verifying the Client's documentation or the outcome of such verification, or for any consequences arising from the Owner's failure to conduct regulated checks. For more information, visit: LRK.

TRANSPARENCY AND CONSUMER PROTECTION –

Eazy Hunt is dedicated to providing professional service to all users. Your feedback helps us improve our service. Please contact us at info@eazyhunt.com with any feedback.

LIABILITY –

The Owner and the Client acknowledge that Eazy Hunt will not be held liable for any breach of applicable regulations and/or terms and conditions, unless explicitly stated herein. It is the responsibility of both parties to be aware of any legal obligations applicable to them. In case of conflict between these Terms & Conditions and Local Laws, the Law shall prevail.

LEASE AGREEMENT–

Seasonal or touristic lease falls under the category of 'furnished Rental and Commercial Property for touristic purposes' as per Article LRK of the Kenyan Tourism Code. Eazy Hunt does not offer or list Rental and Commercial Properties for rent under this category. Eazy Hunt only offers Rental or Commercial Properties to be leased under the classical lease and 'bail mobile'.

Eazy Hunt reserves the right to remove Rental and Commercial Properties from the Platform if they do not comply with applicable regulations. The Owner must collaborate with Eazy Hunt, providing necessary information promptly.

The Client undertakes to provide all required information to the Owner for executing the lease agreement. Eazy Hunt will not be liable for not executing the lease agreement due to insufficient information.

Respect the duration of the tenancy and avoid vacating the Rental and Commercial Property before the established departure date.

OBLIGATIONS DURING THE STAY:

- Pay the monthly rent and additional costs as outlined in the Lease Agreement.
- Use the Rental and Commercial Property for the agreed purposes.
- Behave reasonably during your stay and alert the Owner of any damages promptly.

OBLIGATIONS UPON TERMINATION:

- Communicate early termination according to the Lease Agreement.
- Leave the Rental and Commercial Property in its original state upon termination.

12. RENT PAYMENTS

Once the Tenancy Agreement or any other agreement between the Client and the Owner is signed, it becomes the Owner's sole responsibility to collect rent payments from the Client. Eazy Hunt bears no liability whatsoever for rent collection or any outstanding payments that may arise.

13. DAMAGE TO THE RENTAL OR COMMERCIAL PROPERTY

The Client is responsible for maintaining the Rental and Commercial Property in the same condition as upon arrival. Both the Client and the Owner accept responsibility for their actions or oversights, as well as those of any individuals invited or granted access to the Rental or Commercial Property. Eazy Hunt will not be held responsible for any damage caused to the Rental or Commercial Property. Resolution of such liability shall be between the Owner and the Client.

14. TERMINATION AND CLOSING OF Eazy Hunt ACCOUNTS

Eazy Hunt reserves the right, at its discretion and without needing to provide reasons, to restrict access to the Website, disable or cancel Advertisements, without being liable or obligated to provide prior notice. Owners can request removal of their Advertisements by contacting info@eazyhunt.com. Please note that removal of Advertisements does not obligate Eazy Hunt to transfer the content or rights to the content to any Owner.

15. REVIEWS

Both Clients and Owners are encouraged to submit reviews regarding the services offered by Eazy Hunt or the various Rental or Commercial Properties listed on the Eazy Hunt Website.

16. APPLICABLE LEGISLATION AND CONFLICT RESOLUTION

These Terms and Conditions shall be interpreted in accordance with Kenyan law. Any disputes arising from this Agreement will be resolved through arbitration administered by the Kenyan Court of Arbitration, with the seat of arbitration in Nairobi. Eazy Hunt reserves the right to withdraw or modify this policy at any time. It is recommended to regularly review these Terms and Conditions for any updates.

Guarantee for Owners:

Eazy Hunt will waive the Cancellation Policy for Owners in the event of Force Majeure, provided that sufficient documentation is submitted and at the discretion of Eazy Hunt.

Guarantee for Clients:

Eazy Hunt will waive the Cancellation Policy for Clients in the event of Force Majeure, and reimburse the amount paid by the Client, subject to submission of sufficient documentation and at the discretion of Eazy Hunt.

Reasons for Force Majeure:

- Serious injury, illness, or death of the user or a first-degree relative
- Serious damage to the Rental and Commercial Property
- Official declaration of a disaster zone in the city where the Rental and Commercial Property is located.