

## **TERMS AND CONDITIONS OF USE OF KWENDOO RWANDA**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE.

THESE TERMS DEFINE THE CONDITIONS AND LEGAL OBLIGATIONS RELATED TO YOUR USE OF THE WEBSITE [WWW.KWENDOO.RW](http://WWW.KWENDOO.RW) ENABLING THE CREATION AND, MANAGEMENT OF DIGITAL FUNDS COLLECTION.

KWENDOO RWANDA IS A PRODUCT EDITED BY FIATOPE DIGITAL SERVICES LTD A COMPANY REGISTERED AT RWANDA DEVELOPMENT BOARD UNDER TIN NUMBER 106333014

THE WEB SITE IS INTENDED TO FACILITATE INTERACTION OF USERS FOR MONEY COLLECTION IN CAGNOTES.

KWENDOO RWANDA DOES NOT GUARANTEE THAT THE AMOUNT OF CONTRIBUTION PAID IN THE FUNDING POT BY A CONTRIBUTOR IS ACTUALLY INCURRED AND EXPENDED UNDER THE CONDITIONS AND FOR THE PURPOSES DESCRIBED IN THE PRESENTATION OF THE FUNDING POT ON THE WEBSITE.

### **1. PURPOSE - VALIDATION - ACCEPTANCE**

Our Website (hereinafter referred to as the "Site") is a platform for users to create and manage digital fund collection, to solicit third parties (hereinafter referred to as "Contributors ") in order for them to contribute on line, in order to facilitate the collection of money for an event, a gift or any other reason within the limits of morality and restrictions hereunder.

By using our Website and the Services we offer on-line you unconditionally accept the present Terms of Use. The mere fact of using the said Services entails full acceptance of the present Terms of Use.

You declare and acknowledge, as a result, that you have read these terms of use.

These Terms define the legal framework for your use of the Services on the Website as well as the relations that can be established between you and the other Users of the Site, these with the rights that are recognized to you but also with the duties founded, Regardless of what is referred to herein.

We also inform you that you can save or print these terms of use, provided that you do not modify them.

The version of the Terms of Use available on-line on the Website shall prevail over any other version of this Agreement, with the exception of modifications that would have occurred after the use of the Services, in accordance with common law.

## **2. ENTRY INTO FORCE - DURATION**

These Terms of Use are applicable throughout the duration of your browsing and access to our Website and for the duration of use of our Services by the Users.

In addition, you are informed that the terms of use will be subject at any time to an update under the conditions of article 24 hereof.

## **3. INFORMATION - DISCLAIMER**

3.1. We inform you that KWENDOO RWANDA is only a technological provider offering through its Website Services enabling the organization of fund collection via online AGASEKE.

We are in no way a banking institution and all intermediation services for payment, collection on behalf of third parties and creation and management of electronic purse are ensured by our partners authorized and specialized in these services.

It is therefore up to you to verify the suitability of our Services for your needs.

3.2. We also intervene as a technical intermediary allowing the hosting of Calls for Contribution via the organization of Agasekes on our Website and intervene only in this quality between our Users (Organizer, Contributor and Beneficiary).

Consequently, we cannot exercise any control over the quality, safety or lawfulness of the information published on the Site by our Users.

We are not technically able to verify the veracity or accuracy of the information provided by Users.

## **4. DEFINITIONS:**

In the present Terms of Use, it is agreed that the following expressions or words, whether singular or plural, shall have the following meanings:

**Call for Contribution:** Action of an Organizer towards third parties in order to solicit them for the payment of a Contribution in its Agaseke.

**Beneficiary:** A natural person or association designated as the owner of the collected funds by the Organizer and able to act on his own account or that of the Organizer himself.

**Agaseke:** The digital pot consisting of all the contributions collected and stored by our partners for the purpose of financing an Event, a gift or any other thing and under the initiative and responsibility of the Organizer. Each Agaseke gives rise to the opening of an Electronic Money account in the books of our financial partners.

**Identification Code:** The set of information relating to each User composed of an identifier (E-mail address or a User ID) and a secure password chosen by the latter in order to be able to access his own User Space.

**Commission:** this is the remuneration received by KWENDOO RWANDA for the use of our Services.

**Contributors:** Person who contributed to an Agaseke.

**Contributions:** Amount paid by a Contributor in an Agaseke.

**Intellectual Property Rights:** all property rights (copyright and neighboring rights), industrial property rights (trademarks, designs, models and patents) provided for in the Intellectual Property Code and the International Treaties.

**KWENDOO RWANDA:** refers to the service offered at [www.kwendoo.rw](http://www.kwendoo.rw)

**Receipts:** Transfer to the Beneficiary of all or part of the Electronic Money registered on an Agaseke.

**Uduseke:** Two or more agasekes

**User Area:** This is your personal space on our Website created under the terms of article 5 of the Terms, containing all your personal information and use of the Service.

**Electronic Currency:** Refers to the monetary value stored in electronic form in the partners servers and representing a claim on it. The electronic currency is issued by our partners against the remittance of the corresponding funds by the Contributors directly via the Site.

**Organizer:** Person who initiates the creation of an Agaseke on the Website. The Organizer may be the Beneficiary of the fund collection and may even be a Contributor.

**Partners:** Any organization with whom KENDOO RWANDA may collaborate with for the purpose of delivering the service.

**Refunds:** Reimbursement by KWENDOO RWANDA via our partners of all or part of its Contribution by a Contributor.

**Services:** all of the Services offered on the Site by KWENDOO RWANDA hereunder.

**Website:** all the elements that structure the website accessible at [www.kwendoo.rw](http://www.kwendoo.rw) as well as all the content created, including: graphic charter, frames, banners, flash and video animations, source code, Html code and programming.

**User:** any natural person navigating on the WebSite and / or having registered in the conditions of article 5 hereof as an Organizer, Beneficiary or Contributor.

## **5. MEMBERSHIP AND REGISTRATION**

The navigation on our Website is free and everyone has liberty.

However, to access all of our Services, you must register and create a User Area under the terms of this article.

On the occasion of your registration on our Site, you must either provide your username or mobile phone number (surname, first name and e-mail address) and choose a password or enter the one received by SMS..

The couple username/password or mobile phone number/sms received password constitutes your "Identifier Codes".

You acknowledge your entire responsibility in the use that will be made of your Identifier Codes the Website and your User Area.

Once your Identifiers Codes are filled in, you will receive automatically by e-mail, to the indicated address, a verification procedure of your e-mail address, which after being confirmed will trigger an email of validation of inscription.

Once your registration has been validated, you have the possibility to supplement your personal information in order to allow you to use the Services.

In case of forgetfulness, misuse or unauthorized use of your User Codes, our responsibility can not be engaged and you will have to inform KWENDOO RWANDA immediately by email to [contact@kwendoo.rw](mailto:contact@kwendoo.rw). KWENDOO RWANDA will subsequently proceed with the verification of your account information and your identity and further block your account. In order for you to use your account again, KWENDOO RWANDA will issue a new password to you.

You remain responsible for the use of your User Space by third parties until we modify your Identifier Codes, so that KWENDOO can not be held liable for loss of data resulting from the loss or use Fraudulent use of your Identifier Codes.

We also inform you that the computer or electronic recordings that we and/or our suppliers make for the delivery of the Services, or any operations performed in particular through your User Space, may be opposed or used before any administrative and / or judicial authority as evidence.

You have the right to access, modify, rectify and delete data concerning you.

## **6. CREATION OF AN AGASEKE**

### **6.1. Prior to the use of the Services**

Before the creation of an agaseke, you must register with the Website in the conditions set out in Article 5 hereof and must fill in the following information via the registration form or your User Area:

- Email and Password
- First and Last Name
- Country of residence
- Mobile Phone Number

### **6.2. Process of creating a Agaseke**

6.2.1. The Organizer must at least provide the following information on the appropriate online form, in order to submit to KWENDOO RWANDA the creation and publication of an agaseke:

- The category (event, wedding, community project etc ...) for which the fund collection is created,
- The title,
- the total amount of funds expected,
- The duration,
- the place where the funds are going to be used or spent,
- a short description of the Agaseke
- the type and identity of Beneficiary (Individual, Community or Association)

The Organizer therefore undertakes to determine all these parameters via the Website, in strict compliance with applicable law, public order and good moral.

The Organizer may also supplement these information by adding other parameters such as a video illustrating the agaseke. This is done through the modification console for the agaseke, accessible from the User account.

By clicking on the "Submit" button at the end of the creation form, you agree to these Terms of Use.

6.2.2. The Organizer will receive an e-mail confirming the creation of the agaseke, informing him or her that it is online and providing him with the URL to send to contributors.

### 6.3. Third Party Invitation Process to Contribute to the Agaseke

The Organizer is invited to communicate and share by any means of his choice the URL link of the Agaseke that he has just created in order to solicit possible Contributions.

You are informed that an Agaseke will be valid only if it has been the subject of several contributions by different Contributors.

## **7. ADMINISTRATION OF A AGASEKE BY A USER**

The Organizer is solely responsible for administering the Agaseke through his User Area, where he will find all of his udusekes.

The Organizer can modify all the parameters of the Agaseke by means of its User Space and in particular:

- The total amount requested within the limit of the total amount of Contributions already paid by Contributors;
- The end date of fund collection;
- To request the payment of the Agaseke under the conditions of article 11 hereof.

## **8. CONTRIBUTION TO A AGASEKE**

### **8.1. Method of payment of a Contribution**

A Contribution may be paid by Bank Card, Mobile Money or any other means of payment available on the Website, if any. Credit cards accepted are: Visa Card™, MasterCard™.

**Payment will be made exclusively in Rwandan Francs and will be cashed in by our partners. We invite you prior to any payment transaction to read and accept the General Conditions of PARTNERS accessible at their websites.**

Your transaction is secured using a **128-bit SSL encryption** method in order to optimize the protection of all the personal data related to this means of payment.

Each Contributor guarantees to have the necessary authorizations to use the method of payment chosen at the time of the validation of the Contribution and that the used card gives access to sufficient funds to cover all the costs resulting from the payment of the amount of its Contributions on the Website .

In case of refusal of the payment by the bank issuing the card, the Contribution will be canceled automatically and the Contributor will be informed by reception of an e-mail.

The data we record is the evidence of all transactions between you and KWENDOO RWANDA.

Each Contributor irrevocably agrees that his/her bank card or his/her mobile wallet will be debited from the amount corresponding to the amount of his/her Contributions.

The cash amount paid by each Contributor is collected via our PARTNERS in counterpart of Electronic Currency units for an equivalent nominal value and stored on the Agaseke.

We inform you that we never have access to confidential information about your means of payment to pay your Contributions.

### **8.2. The transfer mandate to the Beneficiary**

On the occasion of the payment of a Contribution, the Contributor authorizes the Organizer to use the entire amount of the Contribution for the purpose of transferring the agaseke to the Beneficiary. The Organizer attests that the perceived funds will have to be used for the sole purpose as described on the Agaseke.

8.3. The Contributor will be informed by email or SMS of thier Contribution. The Organizer may be notified by e-mail or SMS of any new Contribution.

8.4. Each Contributor may at any time access from their User Space to the summary of all their Contributions to the Uduseke they contributed to.

## 9. REFUND OF A CONTRIBUTION

Each Contributor may request a Refund of all or part of his Contribution at any time prior to the payment of the Agaseke to the Organizer or the Beneficiary under the terms of Article 11 hereof.

Each request for Refund by a Contributor must, to be valid, be sent by email to the address [contact@kwendoo.rw](mailto:contact@kwendoo.rw). The Contributor must indicate in this email the amount of his Contribution fot which he wishes the Refund.

PARTNERS will be notified immediately of the Refund request and will have to adjust the number of Electronic Currency units issued by them on behalf of the Contributor who has requested the Refund.

At the same time, KWENDOO RWANDA will issue a credit order to the Contributor's Card within 7 working days of the Contributor's Refund Claim.

## **10. CANCELLATION OF AN AGASEKE**

Prior to the payment of the Agaseke under the conditions of article 11 hereof, the Organizer may request the cancellation of the Agaseke by sending an email to the address [contact@kwendoo.rw](mailto:contact@kwendoo.rw)

In the event of a cancellation of the Agaseke, KWENDOO will inform all Contributors who will be reimbursed of their Contributions.

## **11. TERMS AND CONDITIONS FOR THE PAYMENT OF AN AGASEKE**

11.1. The Organizer is responsible for the use of the Agaseke in accordance with the mandate given by the Contributors when paying their Contributions under the conditions of Article 8.2. As such, the Organizer must transfer the agaskee to the Beneficiary once it has been closed.



The Organizer must fill in the form for the payment request via the tab provided for this purpose on the Website and, if necessary, provide the supporting documents requested by KWENDOO and / or PARTNERS. The payment request becomes irrevocable, when the Organizer validates its request for payment on the Website.

KWENDOO RWANDA will proceed to the Payment of the agaseke within a maximum of 72 hours.

Before the payment is instructed by KWENDOO RWANDA, the following documents or information concerning the Organizer shall be entered on the Website:

- a copy of their Bank Identity Document
- a copy of a valid official identity document:

Proof of residence may be requested at the discretion of KWENDOO RWANDA

Therefore, as long as these documents have not been uploaded to the Website the Payment shall not be processed. Upon reception of these documents, provided that they are satisfactory to KWENDOO RWANDA, the payment shall be processed.

The Organizer shall then transfer the funds to the Beneficiary in a second step and by their own means.

11.2. The transfer of the Agaseke by the Organizer to the Beneficiary is done by enabling the Beneficiary to directly perceive the funds. In that case, the Beneficiary's banking information will be directly entered via the Organizer User Space (Payment Information tab).

In the case that the transfer is made directly to the Beneficiary, The following documents or information concerning the Organizer and Organizer shall be entered on the Website:

- a copy of the Bank Identity Document of the Beneficiary
- a copy of a valid official identity document for both the Beneficiary and the Organizer
- the mobile phone number of the Beneficiary (that of the Organizer will have been entered at the time of creating the Agaseke)

Proof of residence may be requested at the discretion of KWENDOO RWANDA

Transfer of the Agaseke to the Beneficiary shall only be possible when the Beneficiary Identity (first and last name) will have been specified at the time of creating the Agaseke.

The Electronic Money included therein becomes the full property of the Beneficiary.

11.3. KWENDOO RWANDA therefore pays directly to the Beneficiary or through the Organizer the sum collected in the Agaseke to a bank account opened in his/her name in a bank whose registered office is located in Rwanda. The IBAN and The SWIFT code of the bank account will have been provided in the "Payment Information" tab on the Website.

11.4. The payment and the use of the Agaseke funds are carried out under the exclusive responsibility of the Organizer, who is bound to comply with the mandate given to him by the Contributors to the Agaseke.

KWENDOO shall not be liable to the Contributors for any breaches and errors committed by the Organizer in connection with such a mandate.

11.5. Imputation to each Contributor

The amount of the payment comes in deduction of the amount of Electronic Currency helds by the Partners for the Agaseke.

11.6. Updating the Organizer on operations on the Agaseke

Each User may at any time obtain via their User Space, a detailed statement of the payment transactions that he/she realizes as Contributor, Organizer or Beneficiary.

## **12. OPPOSITION AND DISPUTE OF A PAYMENT OF AGASEKE**

12.1. Opposition

The User must inform KWENDOO RWANDA of the loss or theft of his Identifying Codes, as well as of any unauthorized use of his/her Agaseke, or his/her data as soon as he/she is aware of it in order to request the blocking of their account by KWENDOO RWANDA.

This declaration must be made by e-mail at the following address:

[Contact@kwendoo.rw](mailto:Contact@kwendoo.rw)

KWENDA RWANDA may perform some verifications to ensure that the person requesting the opposition is the effectively the User they pretend to be.

A confirmation of this opposition will be sent by KWENDOO RWANDA to the User concerned by e-mail. KWENDOO RWANDA retains all traces of such processing for 18 (eighteen) months.

In the event of a challenge to a request for opposition, it shall be deemed to have been made on the date of actual receipt of the request by KWENDOO or any person authorized to do so.

In case of theft or fraudulent use of the Identifying Codes, KWENDOO is entitled to request a receipt or a copy of the complaint to the User who undertakes to reply as soon as possible.

#### 12.2. Challenging payment order

For any complaint relating to the operations carried out by KWENDOO RWANDA within the framework of the Agasekes, the User is invited to contact the customer service whose coordinates are the following: [contact@kwendoo.rw](mailto:contact@kwendoo.rw)

The User wishing to contest an unauthorized or improperly executed transaction must send his request to KWENDOO as soon as possible.

In no case shall KWENDOO RWANDA be liable in the case of any fault on the part of the User, of negligence towards his obligations or late submission of the opposition or bad faith.

Upon validation of the dispute by KWENDOO RWANDA, the Agasekes will be restored to the condition in which it was before the realization of the contested transaction.

### **13. FINANCIAL CONDITIONS - KWENDOO REMUNERATION**

When the Organizer or the Beneficiary decides to proceed to the payment of the Agaseke funds in accordance with the provisions of Article 11 hereof, KWENDOO shall deduct a commission on the total amount collected.

This commission amounts to 6% of the requested funds.

It is strictly forbidden for Users to defraud or circumvent the payment of our Commission in any way whatsoever.

### **14. EXCLUSION OF RIGHT OF WITHDRAWAL**

However, the User shall not exercise a right of withdrawal concerning the Services which are either fully executed before the end of the period Of withdrawal, or for which the execution of has started, with his consent and expressly renouncing his right of withdrawal, before the end of that period.

This agreement and express renunciation of your right of withdrawal is made at the time of inscription on the Site in the conditions of article 5 of the present by ticking the appropriate box.

## **15. THE GENERAL CONDUCT OF USERS**

15.1. On the occasion of your registration and adherence to these terms of use, you will not transmit:

- incorrect or false information,
- any sensitive information of a racial or ethnic origin or relating to political, philosophical or religious opinions, membership of a trade union, sexual life or health, contrary to good morals and the law.

In the event of infringement or breach of these rules as a result of the transmission of such information, we reserve the right to remove these disputed contents without prior notice and if necessary your User Space in the case of a repeat offense.

You must be over 18 years of age; The contract will be automatically terminated without notice if everything suggests that this is not the case.

You must ensure that all the information you provide on the Website remains correct and you agree not to create or use on the Website, unless authorized, other User Spaces under your own identity and/or that of a Third party, being reminded that any usurpation of identity is liable to prosecution and penal sanctions, that finally any contravention of this commitment can lead to the immediate and without prior suspension of your User Area.

15.2. You also warrant:

- be the sole owner of the contents you publish on the Website, be able to publish them and have the capacity to grant us a broadcast license,
- not to violate by your publication any of the protected rights, whether the rights of the person or those provided for in the intellectual property code (Copyright, neighboring law, trademark, patents etc.),
- not to publish any false information,
- not to use content that is of the following nature:
  - harassing third parties or causing third parties to engage in harassment,
  - incite hatred, discrimination, racism, fanaticism and physical violence of individuals or groups of individuals,
  - represent scenes of pornography, pedophilia, or any other subject that is offensive or contains a link to an adult website,
  - solicit personal information from minors,
  - solicit funds for the financing of illegal activities,

- giving telephone / fax numbers, street names, names, postal addresses or e-mail addresses,
- represent or advocate illegal activities or behaviors of a defamatory, abusive, obscene, threatening or slanderous nature, as well as false or misleading information,
- propose an illegal or unauthorized copy of works protected by copyright, patents or trademarks,
- arousing, provoking or encouraging the transmission of unsolicited e-mail, mass mailing, mass mailing, messages Snapshots, unwanted commercials or unsolicited mail.
- encourage any criminal activity or undertaking, or giving instructions on how to promote illegal activities, invasion of privacy, dissemination and creation of computer viruses,
- solicit passwords or personal information from other Users for illegal business purposes,
- involve commercial activities and / or sales such as contests, sweepstakes, exchanges, advertisements and pyramids without our written consent,
- distribute, reproduce, publish or modify in any way the copyright, trademark or other proprietary rights of third parties without their prior consent.

As part of this license, you freely authorize us to use all or part of your published content, to represent it, to distribute it and to reproduce it on the Site.

## **16. RULES FOR THE CONTROL OF MONEY LAUNDERING AND FINANCING OF TERRORISM**

Our PARTNERS are subject to all Rwandan regulations relating to the fight against money laundering and the financing of terrorism.

In accordance with these provisions relating to the participation of financial institutions in the fight against money laundering and the financing of terrorist activities, PARTNERS may perform all necessary steps to identify the Contributors, the Organizer or the Beneficiary of the funds on an agaseke. PARTNERS may additionally carry out a thorough review of the transactions.

The User acknowledges that our PARTNERS may be required to set up surveillance systems whose purpose is the fight against money laundering and the financing of terrorist activities.

## **17. WARRANTIES - RESPONSIBILITIES**

The Organizer undertakes to ensure the identity and the morality of Contributors wishing to contribute to the Agaseke.

Neither PARTNERS nor KWENDOO RWANDA shall be liable for any errors in the identity of the Contributors or their qualifications. Any inaccurate or misleading statement in this respect is likely to involve the Organizer in its liability to the Contributors and the Recipient.

PARTNERS and KWENDOO RWANDA, being foreign to the relation existing between the Contributors, the Beneficiary and the Organizer can in no way be held responsible in this respect.

The creation of this Agaseke cannot in any case constitute a public call for the saving, in various goods or the financing of a activity for profit.

## **18. TECHNICAL ORDER PROVISIONS**

The Services are provided on an as-is basis and subject to availability.

KWENDOO RWANDA does not guarantee an error-free supply, without punctual and secure interruption of the Services offered via the Website.

It is not bound by any obligation of personalized technical assistance.

It expressly disclaims all warranties, express or implied, regarding the quality and compatibility of the Site with the use that Users will make of it.

It does not guarantee any result or profit in the use that will be made of the Services proposed throughout the Website.

Nor does it guarantee that files transmitted by Users will not be subject to intrusion by unauthorized third parties, be corrupted or downloaded, or that information and data circulating on the Internet are protected against such attacks Or possible embezzlement.

## **19. INTELLECTUAL PROPERTY**

“KWENDOO” is a trademark we have filed with Rwanda Development Board.

KWENDOO RWANDA is the exclusive owner of the intellectual rights on the Website and in particular all texts, comments, books, illustrations, videos and images, whether visual or sound, reproduced on the Site and its databases Is the producer.

All these intellectual creations are protected under copyright, trademark law, patent law, the sui generis right of databases and the right to the image, for the whole world.

However, we grant you a license to reproduce and display the contents of the Website, but solely and strictly for your personal use in viewing the Website and using our Services.

This license does not authorize you to modify, copy, translate, distribute, publish, transmit, distribute, produce, display or assign the rights to any content appearing on or through this Site.

As such, and in accordance with the provisions of the Intellectual Property Code, only use for private use subject to different or even more restrictive provisions of this Code is permitted.

Any other use constitutes infringement and sanctioned under the Intellectual Property without prior authorization of KWENDOO RWANDA.

Any form of total or partial copying, aspiration and reproduction of the database produced and operated by KWENDOO RWANDA on the Website is strictly forbidden without its prior written consent.

## **20. SHARING AND COMMUNICATION TOOLS**

20.1. KWENDOO RWANDA has set up interactive communication tools called "Web 2.0" that allow the User to share an agaseke in order to obtain more contributions either via Facebook and Twitter or by inserting on a website the source code of the widget of and Agaseke and which is made available to the Users free of charge by KWENDOO RWANDA.

20.2. However, KWENDOO RWANDA only authorizes the User to use this type of communication and sharing only for promotional purposes, excluding any commercial use or not related to the promotion of the Agasekes.

20.3. The Website may contain hypertext links and / or hyperlinks referring to Sites edited and hosted from third party servers, in particular banner ads, which are not controlled by KWENDOO RWANDA and which cannot be checked Exercised.

KWENDOO RWANDA is not responsible for the legal consequences of accessing these Websites from the Site.

The use of the sharing tools pointing to the WeSite is authorized by KWENDOO RWANDA in the strict framework of the promotion of the Website and the Agasekes but with the decisive condition that the integrity of the Website is preserved and that there is no risk of confusion between the Website and sites published by third parties.

## **21. PERSONAL DATA**

The filling of the personal information as requested within the framework of these terms is compulsory. This information is necessary for the processing, provisioning of Services and payment of Agasekes. The lack of information prevents the functioning of our Services offered online.

#### 21.1. Use and transmission of your personal data

In order to ensure the processing, follow-up and payment of funds on Agasekes, KWENDOO RWANDA must proceed with the necessary processing of your personal data. The processed data are directly transmitted to us and, if necessary, to the partners concerned, in accordance with the following purposes:

- Managing Contributions on the Agaseke
- Processing the payment of the Agaseke

The collection of personal data collected for these purposes is mandatory for the confirmation and validation of any payment or banking transaction. Otherwise the Services can not be provided.

These data may be transmitted to our PARTNERS for the sole purpose of the proper execution of the Services or the compilation of statistics.

#### Newsletter of KWENDOO RWANDA

Depending on the choices made by the User, they may receive KWENDOO RWANDA Newsletter.

KWENDOO does not disclose your personal information to third parties for commercial purposes unless you agree to do so.

- Verification of data on a User

Certain User personal data may be transferred to PARTNERS and / or other organizations for the sole and exclusive purpose of verifying that this information transmitted by the User is true.

#### 21.2. Rights of access, modification, opposition and suppression

In any case, you have the right to access, modify, oppose and delete your personal data by writing to the following address: [contact@kwendoo.rw](mailto:contact@kwendoo.rw) with name, first name, e-mail address.



KWENDOO RWANDA may verify your identity prior to proceeding to the modification or deletion of your personal data.

## **22. FORCE MAJEURE**(unforeseeable circumstances)

22.1. Any event beyond the control of KWENDOO RWANDA and against which it could not reasonably be guarded constitutes a case of force majeure and suspends as such the obligations of the parties, such as without limitation: a strike or a breakdown of telecommunications operators, ISPs or hosting providers services, Registrar, etc.), power supply shutdown (such as electricity), failure of the communication network On which the Company depends and / or the networks that will replace it.

22.2. KWENDOO shall not be held liable or deemed to have failed to fulfill its obligations under these terms for any non-performance due to force majeure as defined by law and Rwandan jurisprudence, provided that it notifies To the other party and to do its utmost to minimize the damage and to carry out its obligations as soon as possible after cessation of the case of force majeure.

## **23. CORRESPONDENCE BETWEEN THE PARTIES**

Except as otherwise provided in these Terms and Conditions, correspondence between Users and KWENDOO RWANDA shall be effected by e-mail via the Website.

The parties declare that the information delivered by e-mail is proof between the parties as long as no written contradictorily authenticated and signed, which calls into question this computerized information, is produced.

Items such as the time of receipt or issuance and the quality of the data received shall be based on priority as shown on KWENDOO RWANDA information systems or as authenticated by KWENDOO RWANDA's computerized procedures except To provide proof thereof in writing and contrary by the Users.

## **24. UPDATING OF TERMS AND CONDITIONS**

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. In particluar, we may modify and/or update these Terms of Use according to certain economic or legal necessities and requirements. If we do this, we will post the changes on the Website and will indicate the date these terms were last revised. We will also endeavor to notify

you, either through the Services user interface, in an email notification or through other reasonable means.

Any such changes will become effective no earlier than (8) days after they are posted, except changes addressing new functions of the Services or changes made for legal reasons. These later shall be effective immediately.

Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service. If you do not wish to accept the new Terms of Service, you shall notify us by e-mail within the 8 days delay and consequently request the termination of your agaseke (which will imply payment of the collected funds).

In the case of Terms of Use modifications that render the fund collection non possible anymore, this later will be ceased and the collected funds paid to either the Organizer or the Beneficiary.

## **25. INTEGRALITY**

The provisions of these terms express the entire agreement between the Users and KWENDOO RWANDA. They shall prevail over any proposal, exchange of letters prior to and subsequent to the conclusion hereof, as well as any other provision contained in the documents exchanged between the parties and relating to the terms, unless signed by the representatives of both parts.

## **26. NO WAIVER**

The fact that one of the parties to this term has not demanded the application of any clause, either permanently or temporarily, can under no circumstances be considered as a waiver of the rights of this party resulting from Of that clause.

## **27. NULLITY**

If one or more provisions of these terms are held to be invalid or declared as such in application to any law, regulation or as a result of a final decision of a competent court, the other stipulations of these terms Will maintain their full force and reach.

If necessary KWENDOO RWANDA undertakes to delete and replace immediately this clause with a legally valid clause.

## **28. TITLE**

In case of difficulty in interpretation between the title and the chapter of any of the articles and any of the clauses, the titles shall be deemed to be unwritten.

## **29. JURISDICTION - APPLICABLE LAW**

Any difficulty resulting from the interpretation and / or execution of the present terms will be subject to the judgment of the competent Rwandan courts, the only applicable laws being the Rwanda law.