

# Privacy and Policy

Privacy of all Maccos users is very important to us. We've developed a Privacy Policy that covers how we collect, use, disclose, transfer, and store your information.

By using the services offered by Maccos platform,

## **You promised that:**

- (1) You have read and agree to this Privacy and Policy
- (2) You are of required age or had your parent and guardian read and agree to this privacy and policy for you. If you do not agree or are unable to make this promise, you must not use this mobile app services. And if you have opened account, consult support team through email to delete your account and data.
- (3) By creating a Maccos account, you are authorizing Swift Edge Solutions to store and use this information, including your full name, email address and phone, as specified in these Terms

*'Process', in respect of Personal Data includes to collect, store and disclose to others.*

## **1.0 Personal Information**

- 1.1 In addition to any information that may be provided automatically by your mobile device when, Android application and/or iOS application, Swift Edge Solutions receives and maintains certain information that you used to create your Maccos account or which you may otherwise provide to Swift Edge Solutions. Some of this information is Personal Information
- 1.2 User data collected helps us to personalize our mobile app according to each user's wishes and preferences. Offering users, the most spontaneous and friendly use experience is our priority. Data collected are for statistical purposes only and help us to:

- Keep and update user database and accounts
- Propose a unique and targeted navigation experience
- Prevent and detect fraud and abuse on Maccos platform.

## **2.0 Uses of Information**

2.1. Except as otherwise stated in these Terms, Swift Edge Solutions shall not sell, trade, rent or otherwise share for marketing purposes your Personal Information with third parties without your consent.

2.2. Swift Edge Solutions may share your Personal Information with persons who are performing any services for SWIFT EDGE SOLUTIONS including, without limitation, employees, contractors and agents who need to know that information in order to perform such services. Swift Edge Solutions shall ensure that these persons are subject to strict contractual confidentiality obligations with regard to your Personal Information.

2.3. Swift Edge Solutions may use your Personal Information to communicate with you including, without limitation, contacting you in response to questions, to solicit feedback from you, to provide technical support, subject to these terms, to send marketing and promotion messages, and to inform you about promotional offers, new products and incidental matters.

2.4. Whenever you contact Swift Edge Solutions, Swift Edge Solutions may keep a record of your communication to help solve any issues you might be facing and for any other lawful purpose.

2.5. Swift Edge Solutions may use your email address, telephone number and other contact information to inform you about Swift Edge Solutions' services, such as letting you know about upcoming changes or improvements.

2.6. If any Personal Information provided is wrong, Swift Edge Solutions shall give you ways to update it quickly or to delete it unless Swift Edge Solutions decides to keep that information .

2.7 For legitimate business or legal purposes. When updating your Personal Information, Swift Edge Solutions may ask you to verify your identity before acting on your update request. Swift Edge Solutions may at its discretion reject your update request.

2.8. Swift Edge Solutions may track certain information about your visits to the Maccos platform and your content preferences and may use various technologies to collect and store information when you use the Maccos platform, including using cookies or similar technologies to identify your browser or device. This information may be used by Swift Edge Solutions internally to improve the service and for service delivery development and marketing purposes generally.

2.9. Swift Edge Solutions may, at its discretion, provide Non-Personal Information to advertisers and other third parties. No part of this Privacy Policy shall be read or interpreted to limit in any way Swift Edge Solutions 's use or disclosure of Non-Personal Information.

2.10. In the event that Swift Edge Solutions exercises its right to transfer its rights and obligations under the Terms for any reason, your Personal Information and Non-Personal Information may be among the assets transferred. You acknowledge and consent that such transfers may occur and are permitted by this Privacy Policy, and that any acquirer of our assets may continue to poses and use your Personal Information and Non-Personal Information as set forth in this Privacy Policy.

### **3.0 Your Rights**

3.1 You have the right at any time to prevent Swift Edge Solutions from contacting you for marketing purposes.

3.2 When Swift Edge Solutions sends promotional communication to you, you may, subject to these Terms, opt out of further promotional communication by: following the unsubscribe instructions provided in each promotional communication; or writing to or calling Swift Edge Solutions.

3.3 You agree that notwithstanding the promotional preferences you indicate, Swift Edge Solutions may continue to send you administrative emails including, without limitation, changes to the Terms.

### **4.0. The accuracy of the Personal Data provided to Digital Concept and Solutions Limited?**

You declare and guarantee that You are the owner or have the necessary rights on the content that you transmit to us; that at the date of its transmission:

- (i) the content is exact and true
- (ii) the use of the content does not contravene any of our policies and will not be damaging to any third party (i.e. that the content is not defamatory).

## 5.0 The Security of information about me.

It is important for you to protect against unauthorized access to your mobile phone.

## 6.0 Examples of Information Collected:

### 6.1 Information you give us:

You provide most such information when you search, buy, post, participate in a contest or questionnaire, or communicate with customer service; As a result of those actions, you might supply us with such information as your name, address, and phone numbers

### 6.2. Automatic information

We may also collect technical information to help us identify your device for fraud prevention and diagnostic purposes.

### 6.3 Mobile

Most mobile devices provide users with the ability to disable location services. Most likely, these controls are located in the device's settings menu. If you have questions about how to disable your device's location services, we recommend you contact your mobile service carrier or your device manufacturer.

## 7.0 Third Party Websites

7.1 As part of the service or for any other reason, Swift Edge Solutions may provide links to third party websites or applications on the Maccos platform. However, Swift Edge Solutions shall not be responsible for the privacy practices employed by those websites and applications or the information or content they contain.

7.2 This Privacy Policy applies solely to information collected by us through the Maccos platform and the service. It does not apply to your use of a third party website accessed by selecting a link on the Maccos platform.

7.3 If you access or use the service through or on an third party website or application, then the privacy policy of that third party website or application will apply to your access or use of that site or application.

## 8.0 General Provisions

### 8.1 Termination

8.1.1 Swift Edge Solutions may terminate the legal relationship with you, and closing your Maccos account, as follows:

- 8.1.1 For convenience, with or without reason, upon giving you 14 days' notice;
- 8.1.2. If Swift Edge Solutions stops providing the service (or any features within the service) for any reason, upon giving you 21 days' notice. Provided that notice given generally to Maccos subscribers shall be deemed sufficient notice for this purpose;
- 8.1.3 If you have breached any provision of the Terms (or have acted in a manner which shows that you do not intend to, or are unable to comply with the provisions of the Terms), upon giving you 7 days' notice; and
- 8.1.4 If Swift Edge Solutions is required to do so by law or any lawful order, in accordance with such law or order.
- 8.2 You may terminate the legal relationship with Swift Edge Solutions at any time by closing your Maccos account.
- 8.3 Except as otherwise provided herein, you agree that all payments made to Swift Edge Solutions are non-refundable and that Swift Edge Solutions will not provide credits for any partial payments upon termination.

#### **8.5 Upon termination:**

- 8.5.1 All monies and other payables due from you to Swift Edge Solutions shall immediately become due and payable; and
- 8.5.2 All provisions of the Terms which are expressed to continue after termination shall remain in force be unaffected by the termination.
- 8.5.4 For the avoidance of doubt, the provisions of this clause 8.1 shall apply to termination of your relationship with Swift Edge Solutions and closure of your Maccos account. Expiry of a subscription package shall not be considered termination for this purpose.

#### **9.0 Miscellaneous**

- 9.1 The Terms shall be governed by and construed in accordance with the laws of the Republic of Kenya.
- 9.2 If any provision(s) of the Terms is held by any court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- 9.3 Swift Edge Solutions may at any time change any provision of, or replace, the Terms. Provided that such changes or replacement will take effect once posted on the Maccos platform. If you do not agree to the changes, you may stop using the service. Your continued use of the service after the date the change or replacement is posted on the Maccos platform will constitute your acceptance of the changes.
- 9.5 Swift Edge Solutions may assign or transfer any of its rights or obligations under the Terms to any other person. Provided that Swift Edge Solutions shall notify you of such transfer but failure by Swift Edge Solutions to notify you shall not invalidate the transfer.
- 9.6. Communication from Swift Edge Solutions to you regarding your use of the Maccos platform and the Terms will be by way of text messages, telephone calls, electronic mail, displays within the Maccos

platform and push notifications. You authorize Swift Edge Solutions to use the email address and telephone number provided on your account for purposes of such communication. Provided that communication done and notices issued through any of the methods specified in this clause shall be deemed effective communication or notice for all purposes.

9.7. You agree that you are solely responsible for (and that Swift Edge Solutions has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Swift Edge Solutions may suffer) of any such breach.

If you have any questions or comments regarding the Terms, the service or the Maccos platform, please contact Swift Edge Solutions by sending an email to the address or calling the number specified on the Maccos platform.