

TERMS AND CONDITIONS

1.0 Introduction

Welcome and thank you for choosing Maccos.

Your use of the Maccos mobile application platform, its contents and all services relating thereto is subject to the terms and conditions of a legal agreement between you and Maccos Digital Directory Ltd. A company incorporated in the Republic of Kenya with its principal office at Umoja 3, Kangundo Road and P.O. Box 7107, 00100 Nairobi and which owns and operates the platform. The terms and conditions (Terms and Conditions) apply to the Mobile Application platform, and all its divisions, subsidiaries, operated mobile application which reference these Terms and Conditions. If you do not agree to these Terms and Conditions of use, you shall not use this mobile app. The Terms and Conditions therein form a legally binding agreement between you and Maccos Digital Directory Ltd in relation to your use of the Maccos platform, and all its divisions, subsidiaries. It is important that you read them carefully, understand and accept them in the manner specified herein. Should you need legal advice before accepting the Terms and Conditions, kindly obtain such advice at your own convenience and cost. If you agree that you are unsure of the meaning of any part of these Terms and Conditions or have any questions regarding the Terms and Conditions, you will not hesitate to contact us for clarification. These Terms and Conditions fully govern the use of this platform. No extrinsic evidence, whether oral or written, will be incorporated.

2.0 Interpretation

The following words shall have the meaning assigned beside them:

2.1 „App“ shall mean Mobile Application. It is an abbreviation of the word Application.

2.2 „Content“ shall mean any text, graphics, Pdf, details, images or any other which the devices comply with the technical requirements to access the content.

2.3 ‘Intellectual Property Rights’ means all intellectual property rights including patents, registered designs, trademarks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyright, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights.

2.4 ‘Non-Personal Information’ shall mean any information that is not Personal Information including, without limitation, any information collected by Maccos Digital Directory Ltd about the service and your use of the Maccos platform, device information, log information, and location information.

2.5 „Personal Information’ shall mean personal details related to your account and shall include your name, email address, telephone number or credit or debit card information. For the avoidance of doubt, a post office box number shall not be Personal Information.

2.6 „Third party website’ shall mean any website other than the website on which the Maccos platform is hosted and operated and „third party websites” shall have corresponding meaning.

2.7 „Maccos” or „the Maccos platform’ shall mean the Maccos website, the Maccos Android application, the Maccos Ios application and Maccos windows application to be used by Maccos Digital Directory Ltd to provide the Content, Maccos (by whatever manner, shape or colour styled) being a registered trademark of Maccos Digital Directory Ltd.

2.8 „Maccos service’ or „the service’ shall mean the service provided by Multichoice Electrical Ventures on the Maccos platform for using the Content, including all features and functionalities, recommendations and reviews, the Maccos website, the Maccos Android application, the Maccos iOS application and Maccos windows application and the user interfaces associated there with, as well as all content and software associated with the service or the platform

2.9 „Contract” agreement signed between the business owner and Maccos Digital Directory Ltd

2.10 „Business owner’ is the business owner

3.0 Acceptance

3.1 In order to use the Maccos platform, you must first agree to and accept the Terms. You may not use the platform if you do not accept them

3.2 You agree to these Terms and Conditions by registering and signing into the Maccos platform or by doing such other thing as may be specified in the Maccos platform or otherwise by Multichoice

Electrical Ventures.

3.3 At the point of creating the Maccos account or at any time thereafter when signing into the account, Maccos Digital Directory Ltd may request you to opt in on receiving promotional updates via email, texts and telephone calls. You may opt in by ticking against such request or by doing such other thing as may be specified on the Maccos platform. By opting in you allow

Maccos Digital Directory Ltd to send marketing and promotional material regarding the Maccos platform or the Content therein to the email address or telephone number provided when creating your Maccos account. In addition, and without prejudice to the foregoing, Maccos Digital Directory Ltd shall be entitled to display informational, advertisement, marketing and

promotional messages within the Maccos platform and through push notifications and pop-up messages on your mobile device

4.0 Use of MACCOS Platform.

4.1 You will be required to create account with full name, phone number (your log in credentials) and email in order to use this mobile app. When creating your account, you will be required to provide certain information. You agree that you shall provide all information that Maccos Digital Directory Ltd may require you to provide for purposes of creation of your Maccos account. If you fail to provide the information required on the Maccos platform or as requested by Maccos Digital Directory Ltd from time to time, Maccos Digital Directory Ltd shall have the right to discontinue the service without any further notices or reference to you.

4.2 Once you create a Maccos account, you will have access and control over the account.

To maintain control over the account and to prevent undesired access to your account, you shall maintain control over any devices that you have used to access the service and not reveal the account details to anyone whom you do not intend to give access to your account.

4.3 You further agree that Maccos Digital Directory Ltd retains the absolute discretion to accept or reject your request to create a Maccos account on the platform.

4.4 If you do not agree to these Terms and Conditions of use, you shall not use this mobile app

4.5 You confirm that you are at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian or If you are legally incapacitated, you may only use the service under supervision by a person with legal capacity

4.6 We grant you a non-transferable, revocable and non-exclusive license to use this mobile app, in accordance with the Terms and Conditions of Use, for such things as: business searching for commodities sold on the site, gathering prior information regarding our products and services and making purchases.

4.7 These Terms and Conditions of Use specifically prohibit actions such as: accessing our Apks or internal coding of mobile app, interfering in any way with the functionality of this mobile app, gathering or altering any underlying mobile app code, infringing any intellectual property rights.

4.8 This list is non-exhaustive and similar actions are also strictly prohibited. Any breach of these Terms and Conditions of Use shall result in the immediate revocation of the license granted in this paragraph without prior notice to you. Should we determine at our sole discretion that you are in breach of any of these conditions, we reserve the right to deny you access to this mobile app and its contents and do so without prejudice to any available remedies at law or otherwise.

4.9 Certain services and related features that may be made available on the app may require registration. Should you choose to register for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes.

4.10 Every user of the mobile app is solely responsible for keeping account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such account.

Furthermore, you must notify us of any unauthorized use of your account. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section. You are responsible for updating and maintaining your account information and ensuring its accuracy . During the registration process you agree to receive promotional emails from the mobile app. You can subsequently opt out of receiving such promotional e-mails by writing to us.

4.11 To use the Maccos Digital Directory Ltd service you must have internet access and a compatible device.

4.12 Maccos Digital Directory Ltd may close or suspend access to your account in order to protect you, Maccos Digital Directory Ltd or any of its partners or other users from identity theft or other fraudulent or unlawful activity. Provided that Maccos Digital Directory Ltd shall not be liable for any losses, infringements, injuries or other liabilities that may arise, directly or indirectly, from such activity.

5.0 Uploads of Contents/Business list

5.1 Uploading contents such as pricelist will be done by Maccos qualified staffs;

5.2 The content owner will forward the content in the right format as to be directed and communicated by Maccos Digital Directory Ltd.

5.3 The time of uploading will be as arranged by Maccos Digital Directory Ltd and will vary from time to time but will not exceed two months after forwarding the contents/pricelist.

5.4 The owner of the contents shall receive a text to show that the content has been uploaded successful.

5.5 However, time set up by Maccos Digital Directory Ltd expires before the content is uploaded, one is allowed to communicate to Maccos Digital Directory Ltd through Whatsapp or letter.

5.6 If it is business list, the owner should make sure that the prices reflect the real prices in the business,

When we receive complains that the prices are different, the pricelist will be removed from database. The problem can also lead to closer of account.

5.7 When business owner changes the prices, He or she must forward the new list immediately for

Maccos Digital Directory Ltd to upload it. If the duration set by Maccos Digital Directory Ltd has not expired, there will be no charges for the uploaded business list.

6.0 Business Details

6.1. When the staffs of Maccos Digital Directory Ltd get the details of any business , such as Name of business, contact person , location, landmark, website and email the time to upload the content to the database will be communicated to the business owner and will vary from time to time but will not exceed two months.

6.2 The business owner shall consult Maccos Digital Directory Ltd if time exceed the two months

through text, Whatsapp or any other official communication available.

6.3 If the owner happened to have paid for the service and details had not been uploaded to database , then refund will be done.

6.4 The business/business owner is supposed to say when details are changed.

6.5 Upon expiry of the stay of data into Maccos Digital Directory Ltd database, Multichoice Electrical Ventures will notify the business owner to renew the contract failure which will make Maccos Digital Directory Ltd to remove the data.

6. Payment and Billing

6.1 Some of the Content on the Maccos platform will be accessed upon payment of the charges specified by MACCOS DIGITAL DIRECTORY LTD with regard to the charges settled by Maccos Digital Directory Ltd. You agree that the amount, quality and nature of content available to you will depend on the amount paid for.

6.2 Payments shall be done through available mobile money payment services, credit cards and debit cards and online payment systems (e-wallets), or such other method as Multichoice Electrical Ventures may specify from time to time.

6.3 Amounts charged will include any other charges you may incur in connection with your use of the Maccos platform, such as taxes, payment transaction fees, and any subscription payments then owing ("Extra Charges"). Maccos Digital Directory Ltd may demand that you pay due and owing Extra Charges before you are able to pay for your current subscription.

6.4 MACCOS DIGITAL DIRECTORY LTD may, at its absolute discretion, change the price of the service (or any part thereof) from time to time.

6.5 If the content you have paid for has not been downloaded after payment, you shall notify this to Maccos Digital Directory Ltd whereupon you may choose for Maccos Digital Directory Ltd to refund the subscription payment to you or carry forward the payment and download the content during the next subscription period.

6.6 In the event that you are charged multiple times for a single download or you otherwise overpay for the service, you shall promptly notify Maccos Digital Directory Ltd, whereupon you may choose for Maccos Digital Directory Ltd to refund the amount overpaid to you or carry it forward and activate the relevant subscription package during the next subscription period.

6.7 In the event you have made a payment to Maccos Digital Directory Ltd through any of the methods specified herein but have not created a Maccos account, the payment transaction shall be reversed and a refund shall be made to you. Provided that Maccos Digital Directory Ltd shall not be responsible for the loss of any amount so paid or for any delay in processing transaction reversals or refunds. If there will be charges incurred when refunding, those charges will be deducted from the amount being refunded.

6.8 We are determined to provide the most accurate pricing information on the mobile app to our

users; however, errors may still occur, such as cases when the price of an item is not displayed correctly on the app. As such, we reserve the right to refuse or cancel any pricelist. In the event that an item is mispriced, we may, at our own discretion, either contact you the business owner for

instructions or cancel pricelist and notify you of such cancellation. We shall have the right to refuse or cancel any such pricelist. In the event that we are unable to provide the right pricelist, we will inform you of this as soon as possible for you to look for another pricelist.

7. Agreements

By accepting these Terms and Conditions, you agree:

7.2 You will use Maccos platform, including all features, contents and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions applying to the use of the Maccos platform or content therein.

7.3 Unless with permission ,record, copy, distribute, publish, perform, modify, download, transmit, transfer, sell, license, reproduce, archive, create derivative works from or based upon, distribute,

post, publicly display, offer for sale, frame, link, or in any other way exploit any part of the Content and information contained on or obtained from or through the Maccos platform or otherwise by the use of the service is not allowed.

7.4 Or not to circumvent, remove, alter, deactivate, degrade or thwart any of the Content on the Maccos platform.

7.5 Or not to reverse engineer or disassemble or otherwise interfere with any software or other products or processes accessible through the Maccos platform.

7.6 Or not to insert any code or product or manipulate the content of the Maccos platform, including the Content, in any way.

7.7 Or not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the service, including any software viruses or any other destructive computer codes, files or programs.

7.8 Without prejudice to any other rights and remedies that Maccos Digital Directory Ltd have under the Terms or the applicable law, Maccos Digital Directory Ltd may terminate, suspend or restrict your use of the service if you violate any of the above covenants or are otherwise engaged in illegal, fraudulent or otherwise improper use of the service.

7.9 Both parties agree that all intellectual property rights and database rights, whether registered or unregistered, in the app, information content on the app and all the mobile app design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain at all times vested in us or our licensors. Use of such material will only be permitted as expressly authorized by us or our licensors. Any unauthorized use of the material and content of this website is strictly prohibited and you agree not to, or facilitate any third party to, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

7.10 Any personal information collected in relation to the use of this website will be held and used in accordant with our Privacy Policy, which is available on our Site

7.11 You accept that the information contained in this mobile app is provided as is, where is, is intended for information purposes only and that it is subject to change without notice. Although we take reasonable steps to ensure the accuracy of information and we believe the information to be reliable when posted, it should not be relied upon and it does not in any way constitute either a representation or a warranty or a guarantee. Pricelist on this mobile app are those of the business

owners and are not made by us. We shall not be held responsible or made liable for any damages or injury which may arise as a result of any error, omission, interruption, deletion, delay in operation or transmission, mobile phone virus, communication failure and defect in the information, content, materials, software or other services included on or otherwise made available through our mobile app. We understand that certain state laws do not allow limitations on implied warranties or limitation of certain damages, these disclaimers may therefore not apply where these laws are applicable.

7.12 You agree to indemnify and hold us, our affiliates, officers, directors, agents and/or employees, as the case may be, free from any claim or demand, including reasonable legal fees, related to your breach of these Terms of Use and User Agreement.

8. Quality of Content and Assurance

8.1 MACCOS DIGITAL DIRECTORY LTD will make sure that the services provided by Maccos platform will be of high quality.

8.2. Your use of the service will meet your requirements.

8.3 Your use of the service will be uninterrupted, timely, secure or free from error

8.4 Any information obtained by you as a result of your use of the service will be accurate or reliable.

8.5 Any defects in the operation or functionality of any software related to the service will be corrected.

8.6 The quality of the display of the Content on the Maccos platform may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your internet connection. The time it takes to load Content on the Maccos platform may vary based on a number of factors, including your location, available bandwidth at the time, the Content you have selected and the configuration of your device.

8.7 The software used by Maccos Digital Directory Ltd on the platform may have been developed and designed to enable viewing of Content through certain devices. The software may vary by device and medium, and functionalities and features may also differ between devices. It is your responsibility to procure a compatible device.

8.8 You acknowledge that the use of the service may require that your device have third party software that is subject to third party licenses. Should this be the case, it shall be your responsibility to procure such software and licenses.

8.5. Maccos Digital Directory Ltd shall not be liable to you or any other person for any indirect or consequential losses which may be incurred by you as a direct or indirect result of use of the service including any loss of profit, loss of goodwill or business reputation, loss of opportunity, or loss of data,

8.6 Or any loss or damage which may be incurred by you or any other party as a result of any reliance placed by you or any other party on the completeness, accuracy or existence of any

advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertisement appears on the Maccos platform

8.7 Or any changes which Maccos Digital Directory Ltd may make to the service, or for any permanent or temporary cessation in the provision of the service;

8.8 Or the deletion, corruption or other interruption of any Content,

8.9 Or your failure to provide Maccos Digital Directory Ltd with accurate account information,

8.10 Or your failure to keep your account details secure.

9.0 Applicable Law and Jurisdiction

These Terms and Conditions shall be interpreted and governed by the laws in force in Kenya.

Each party hereby agrees to submit to the jurisdiction of the Kenyan courts and to waive any objections based upon venue. Maccos Digital Directory Ltd

10.0 Arbitration

Any disputes, controversies, or differences arising out of the implementation, interpretation, performance of these Terms and Conditions, shall be finally settled through arbitration by a single

arbitrator to be appointed in accordance with the rules of Chartered Institute of Arbitrators. The arbitrator shall be a person who is legally trained and who has experience in the information technology field and is independent of either party. The venue of the arbitration shall be Nairobi.

The language used in the arbitration proceedings shall be English. The award of the arbitrator shall be final and binding and may be entered in any court of competent jurisdiction and enforced in accordance with the Arbitration Act 1995 Chapter No. 4. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through competent courts.

11.0 Termination

In addition to any other legal or equitable remedies, we may, without prior notice to you,

immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke the account identification issued to you and deny your access to and use of this app in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the mobile app shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the mobile app or with any terms, conditions, rules, policies, guidelines, or practices of Maccos Digital Directory Ltd in operating the Site, your sole and exclusive remedy is to discontinue using the mobile app.

12.0 Severability

If any portion of these terms or conditions is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms and Conditions of Use and shall not affect the validity or enforceability of any other section listed in this document.

13.0 Miscellaneous Provisions

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Assigning or sub-contracting any of your rights or obligations under these Terms and Conditions of Use to any third party is prohibited unless agreed upon in writing by the seller. We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms and Conditions of Use to any third party.

14.0 User Submissions

Anything that you submit to the mobile app and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions") will become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the mobile app, you also grant us the right to use the name that you submit, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.