

TERMS OF USE

LAST REVISED: March 1st, 2017

TeamUhuru operates the UhuRuto mobile application. By using our mobile application, you accept these Terms of Service. Please read this Agreement carefully. By using our mobile application, you are bound by these terms of conditions. If you do not agree to all of these terms, do not use or access the mobile application. These terms may change at any time, at our sole discretion and for any reason. You should review the Terms of Service periodically for any changes.

Our Privacy Policy explains how we use, collect and disclose personal information.

1. Who May Use Our Mobile App

TeamUhuru does not allow persons under 18 to register for any service, and we do not knowingly collect any personal identifiable information from persons under the age of 18.

2. Privacy

Your privacy rights are set forth in our Privacy Policy. It forms a part of this Agreement. Please review the Privacy Policy to learn more about:

- What information we may collect about you;
- With whom we share that information;
- What third-party information, if any, you are agreeing to share by using mobile application;
- For what purpose we use that information.

3. License to TeamUhuru Mobile Application

TeamUhuru grants you a limited, non-exclusive license to access and use our mobile application for your own personal, non-commercial purposes. This license is personal to you and may not be assigned or sublicensed to anyone else.

Unless as expressly permitted by TeamUhuru in writing, you will not sell, reverse engineer, reproduce, redistribute, create derivative works from, decompile, or disassemble our mobile application. Except otherwise indicated, all mobile application content and other materials, including designs, logos, graphics, texts, pictures, software, data and other files are the property of TeamUhuru, its licensors, or users, and are protected by law. Nor will you take any action to interfere with or damage our mobile application. All rights not expressly granted by TeamUhuru are reserved.

4. Code of Conduct; Prohibited Activities

TeamUhuru mobile application may include interactive services. You are solely responsible for your use of these services and use them at your risk. In using TeamUhuru mobile application, you will not:

- You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
- You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Act in a deceptive manner by, among other things, impersonating any person;
- You will not express or imply that any statements you make are endorsed by TeamUhuru without our specific prior written consent.
- You will not distribute spam, and will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- You will not interfere with or disrupt the services or the site or the servers or networks connected to the services or the site.
- Harm or exploit minors;
- Harass or stalk any other person;
- Collect information about others;

TeamUhuru has absolute discretion to remove, screen, or edit any content posted or stored on its mobile application at any time for any reason. You are solely responsible for backing up and replacing any information you post at your sole expense. TeamUhuru has the right, but not the obligation, to monitor all conduct on and content submitted to TeamUhuru.

5. Licenses Granted by You

You grant TeamUhuru a worldwide, irrevocable, perpetual, royalty-free license, non-exclusive and right to transmit, copy, publicly perform, distribute and display (through all media now known or hereafter created), and make derivative works from your content. You further grant all users of our mobile application permission to view your content for their personal, non-commercial purposes.

6. Term and Termination; Account Deletion

This Agreement takes effect on the date you first use TeamUhuru mobile application and continues until terminated in accordance with the provisions hereof.

TeamUhuru may suspend, disable, or delete your account (or any part thereof) if TeamUhuru determines that you have violated any provision of this Agreement or that your conduct or content would tend to damage TeamUhuru. If TeamUhuru deletes your account for the foregoing reasons, you may not re-register under a different name.

Upon termination, all licenses granted by TeamUhuru will terminate. In the event of account deletion for any reason, content that you submitted may no longer be available. TeamUhuru shall not be responsible for the loss of such content.

7. Disclaimers; Limitation of Liability

- YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER TEAMUHURUMOBILE APPLICATION USERS.

- IN NO EVENT SHALL TEAMUHURU BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE

CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF DONALD TRUMP FOR TEAMUHURU MOBILE APPLICATION, INCLUDING WITHOUT LIMITATION, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, COMPUTER VIRUSES, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM THE USE OF THE APPLICATION OR COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE TEAMUHURU MOBILE APPLICATION. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE.

- TeamUhuru reserves the right to modify TeamUhuru mobile application. You are responsible for providing your own access to TeamUhuru. TeamUhuru has no obligation to screen or monitor any content and does not guarantee that any content available on its mobile application complies with this Agreement.

- TeamUhuru provides its mobile application on an “as is” and “as available” basis. You therefore use the mobile application at your own risk. TeamUhuru expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, TeamUhuru makes no representations or warranties:

- Concerning any content submitted by any user;
- That the mobile application be uninterrupted or error-free;
- That any content you submit will be made available on the mobile application or will be stored by TeamUhuru;
- Concerning any third party’s use of content that you submit;
- That TeamUhuru will continue to support any particular feature of its mobile application;

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the mobile application, and no warranties shall apply after such period.

8. Content Restrictions

You are solely responsible for the content that you publish or display (hereinafter, “post”) on the Service, or transmit to other users. You will not post on the service, or transmit to other users, any obscene, defamatory, inaccurate, offensive, abusive, profane, sexually oriented, harassing, threatening, racially offensive, or ill material, or any material that infringes or violates another party’s rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to TeamUhuru or to any other user. If information provided to TeamUhuru, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change. The following is a partial list of content you may not upload, post, or transmit (collectively, “submit”); content that:

- is patently offensive to the online community;
- harasses or advocates harassment of another person;
- promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- solicits personal information from anyone under the age of 18;
- contains explicit content;
- provides instructional information about illegal activities, violating someone’s privacy or right of publicity, or providing or creating computer viruses;
- involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming”;
- promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated

computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;

- solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
- is, in the sole judgment of TeamUhuru, objectionable or which restricts or in any way inhibits any person from using TeamUhuru mobile application;
- exposes or may expose TeamUhuru to any liability of any type; or
- infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, publicity rights, etc.).

Your use of the Service, including but not limited to the content you post on the service, must be in accordance with any and all applicable laws and regulations.

9. Indemnification

You will indemnify, defend, and hold harmless TeamUhuru and its employees, vendors, service providers, consultants, independent contractors, and agents from and against any claims, damages, costs, liabilities, and expenses (including, but limited to, attorneys' fees) that (i) arise from your activities on TeamUhuru's mobile application; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to TeamUhuru violates any law or infringes any third party right, including any intellectual property or privacy right.

10. Your Representations and Warranties

For every piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to TeamUhuru's mobile application and grant the licenses set forth above; (ii) TeamUhuru for President will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

11. Third Party Copyrights and Other Rights Copyright Policy

TeamUhuru respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that the materials they upload to TeamUhuru mobile application do not infringe any third party copyright.

TeamUhuru may, in appropriate circumstances, terminate the accounts of repeat copyright infringers.

12. General Provisions

GOVERNING LAW: This Agreement shall be governed by the laws of Kenya.

SUCCESSORS; ASSIGNMENT; NO THIRD PARTY BENEFICIARIES: This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without TeamUhuru prior written consent. No third party shall have any rights hereunder.

NOTICES: You consent to receive all communications including notices, agreements, disclosures, or other information from TeamUhuru electronically

Nothing herein shall limit TeamUhuru's right to object to claims, or other demands.

MODIFICATION; ENTIRE AGREEMENT

This Agreement may not be modified except by a revised Terms of Service posted by TeamUhuru. A revised Terms of Service will be effective as of the date it is posted. This Agreement constitutes the entire understanding between TeamUhuru and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.