

# TERMS OF SERVICE

Effective Date: 16/09/2025

Last Updated: 05/09/2025

## 1. Introduction

Welcome to BuildLink Kenya (“we,” “our,” “us”), a digital platform connecting professionals, firms, and stakeholders in the built environment industry. By accessing or using BuildLink Kenya, you agree to these Terms of Service (“Terms”). If you do not agree, please do not use the platform.

## 2. Eligibility

You must:

- Be at least 18 years old (or have parental/guardian consent if younger).
- Provide accurate and truthful information when creating an account.
- Use the platform in compliance with applicable Kenyan laws.

## 3. Account Registration & Security

You are responsible for maintaining the confidentiality of your account login details. You agree to notify us immediately if you suspect unauthorized use of your account. We reserve the right to suspend or terminate accounts that violate these Terms.

## 4. Acceptable Use

You agree NOT to:

- Upload false, misleading, or defamatory content.
- Upload materials that infringe on intellectual property rights.
- Use the platform for fraudulent, illegal, or spam activities.
- Attempt to hack, disrupt, or misuse platform services.

## 5. User-Generated Content

You retain ownership of the content you upload to BuildLink Kenya. By posting, you grant us a non-exclusive, worldwide, royalty-free license to display and distribute your content for platform purposes only. You are solely responsible for ensuring you have the right to upload any content.

## 6. Intellectual Property

All BuildLink Kenya platform features, code, designs, and trademarks are our property or used under license. You may not copy, modify, distribute, or reverse-engineer our platform without prior written consent.

## 7. Data Privacy

Our Privacy Policy explains how we collect, use, and protect your data in compliance with the Kenya Data Protection Act (2019). By using BuildLink Kenya, you consent to such data collection and use.

## 8. Disclaimers & Limitation of Liability

BuildLink Kenya is provided on an “as is” basis without warranties of any kind. We are not liable for losses resulting from user actions, third-party services, or force majeure events.

## 9. Termination

We reserve the right to suspend or terminate your access without notice if:

- You breach these Terms.
- Your actions harm the platform, users, or our reputation.

## 10. Governing Law & Dispute Resolution

These Terms are governed by the laws of Kenya. Any disputes shall be resolved via mediation and arbitration before resorting to court.

## 11. Contact Us

Email: [info@buildlink.co.ke]

Phone: [+254 714 486358]

Address: [P.O. Box 1510 KISUMU]