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1. Terms of Use and Privacy Policy.

Except as otherwise expressly provided for in these Terms and Conditions, the Service is subject to our Privacy Policy, which is incorporated into and made a part of these Terms and Conditions. Although Drums for Africa uses commercially reasonable efforts to protect the security of your information, Drums for Africa cannot guarantee that any information sent via the Internet will not be read or intercepted by others.

2. Your Information.

You agree to provide accurate, current, and complete information required to register with the Service and at other times as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. Drums for Africa may terminate your right to use any or all of the Service if any information you provide is false, inaccurate or incomplete as determined by Drums for Africa in its sole discretion. You agree that Drums for Africa may store and use the Registration Data you provide for use in providing the Service, including but not limited to, maintaining and collecting your accounts and billing fees to you. Drums for Africa's use of your Registration Data is subject to the terms of our Privacy Policy.

3. User Account and Service Security.

Account and Password. As a registered user of the Service, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your

Account. You should not reveal your Account information to anyone else, and must not use, or attempt to access or use anyone else's Account. You are entirely responsible for all purchases and other activities that occur on or through your Account, and you agree to immediately notify Drums for Africa of any unauthorized use of your Account or any other breach of security. Drums for Africa shall not be responsible for any losses arising out of unauthorized use of your Account.

4. Content.

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6. Community Guidelines. While using the Site and the Services, you agree not to:

- i. use the Site or the Service in violation of any applicable law;
- ii. use the Site or the Services or features in violation of Drums for Africa's or any third party's intellectual property or other proprietary, personal or legal rights;
- iii. obtain or attempt to obtain unauthorized access to computer systems, materials, information or any Services made available on or through the Site through any means;
- iv. attempt to gain unauthorized access to other computer systems through the Site;
- v. impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- vi. attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Services, or any content thereof, or make unauthorized use thereof;
- vii. use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site;
- viii. obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Site.

Drums for Africa has no obligation to monitor the Service or any user's use thereof or retain the content of any user session. However, Drums for Africa reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

7. Termination.

You agree that Drums for Africa, in its sole discretion, may terminate your password, account (or any part thereof), and use of the Site and the Service, and remove and discard any Content within the Site, for any reason, including, without limitation, for lack of use or if Drums for Africa believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Drums for Africa may also in its sole discretion and at any time modify or discontinue providing the Site or the Services, or any part thereof, with or without notice. You agree that any modification or termination of your access to the Site, Software or the Services may be effected without prior notice, and you acknowledge and agree that Drums for Africa may immediately deactivate or delete your account and all related information and Content in your account and bar any further access to such information or to the Site, Software or the Services. Further, you agree that Drums for Africa shall not be liable to you or any third party for any modification or termination of your access to the Site, Software, or the Service.

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12. Disclaimer of Warranties; Limitation of Liability.

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YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF INFORMATION IS AT YOUR SOLE RISK, AND DRUMS FOR AFRICA HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

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13. Waiver and Indemnity.

By using the Service, you agree to indemnify and hold Drums for Africa, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this Agreement, your use of the Service, or any action taken by Drums for Africa as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred. You cannot sue or recover any damages from Drums for Africa, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information, Product, or content, to warn you, to suspend or terminate your access to the Service, or to take any other action

during the investigation of a suspected violation or as a result of Drums for Africa's conclusion that a violation of this Agreement has occurred.

14. Changes.

Drums for Africa reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the Service following the posting of changes will mean that you accept and agree to the Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

15. Governing Law; Remedies.

The substantive laws of the Republic of Kenya govern these Terms and your use of the Service. You expressly agree that exclusive jurisdiction for any claim or dispute with Drums for Africa or relating in any way to your use of the Service resides in the courts within the Republic.

You understand and agree that any unauthorized use of the Service (including all elements thereof), the Products, or any related software or materials, would result in irreparable injury to Drums for Africa and/or its affiliates or licensors for which money damages would be inadequate, and in such event Drums for Africa, its affiliates and/or licensors, or the owners of the copyright in any Product available through the Service, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in this paragraph or elsewhere in this Agreement shall be construed to limit remedies or relief available pursuant to statutory or other claims that Drums for Africa, its affiliates and/or licensors may have under separate legal authority, including but not limited to, any claim for intellectual property infringement.

16. Miscellaneous.

This Agreement, together with the Terms of Use and Privacy Policy for the Drums for Africa website, constitutes the entire agreement between you and Drums for Africa regarding the Service and governs your use of the Service, superseding any prior agreements between you and Drums for Africa relating to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Drums for Africa's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement. Drums for Africa will not be responsible for failures to fulfill any obligations due to causes beyond its control. Drums for Africa obtains permission from record companies and other content owners to make their musical and other content available to you through the Service. You agree that the content owners that license their musical and other content to Drums for Africa for the Service are intended third-party beneficiaries under this Agreement with the right to enforce the provisions of this Agreement that directly concern their content.

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