**Privacy Policy**

**INTRODUCTION**

Safariblock Limited is a limited liability Company Located in Kenya providing a Consumer Asset Tokenization platform that digitizes movable Assets (into Non Fungible Token (**NFTs**)) of any kind and attaches to it a component of financial value. This is made up of 3 components: Mobile Blockchain Digital Wallet,Web Browser E-commerce Extension, A Digital Token/Asset/Commodity. This is done on our website <https://jasiriprotocol.org>.

This document informs you of our policies regarding the collection, use, and disclosure of personal data when you use our services and the choices you have associated with that data. We only ask for personal information when we truly need it to provide services to you. We collect it by fair and lawful means, with your knowledge and consent. We also let you know why we are collecting it and how it will be used. We use your data to provide and improve the Marketplace and Website. As a processor of Personal Data:

1. You may contact us regarding your personal data, through our email address [info@safariblocks.com](mailto:info@safariblocks.com).
2. You may access, review, edit, correct, remove and delete your personal data at any time by contacting our support team. You may be requested by our team to provide the respective confirmation documents in case of your personal data information change. Where required by law, we will facilitate your exercise of your rights. You have the right to:

* Check whether we hold any of your personal data;
* Access your personal data held by us;
* Request us to correct any inaccurate personal data held by us; and
* Ascertain our policies and practices established (from time to time) in relation to personal data and the types of personal data held by us.
* If you want to access and/or correct your personal data which you have given us via our related channels.

1. Personal data are processed in order to provide the Marketplaces to the user and perform the contract and its settlement. Personal Data will be processed for the following purposes:

* establishment, management and termination of the contractual relationship with Safariblocks
* fulfillment of accounting and fiscal obligations;
* fulfillment of legal obligations (for example: anti-terrorism checks);
* anti-money laundering checks;
* fiscal and accounting audits;
* management of disputes;
* provision, support, updating and information about the products sold and the Marketplaces offered and the available features; and
* marketing purposes where the user has given express consent to do so.

1. We do not intend to transfer Personal data to a third party (unless expressly stated) or other organisation.
2. Personal data will be processed during the implementation of a goal for which they have been collected, until the expiry of claims associated with the user or in the case when the processing of data is necessary in order to seek claims or defend against claims, which is a legally justified interest of we, as well until the newsletter will be available or until the consent will be withdrawn.
3. Providing the data is a requirement necessary to enter into an agreement and carry out the transaction. Providing the data is voluntary. The consequence of not providing required Personal data is lack of possibility to use the functionalities of our marketplace, to finalise the transaction. In case of the consent for marketing purposes granted by the user the consequence of not giving such consent will be the inability to receive information regarding the Marketplace offered by Safariblocks or third parties in the form of a newsletter or any other form.
4. After processing the Personal data for the original purpose such data will not be processed for any other purpose without the user’s consent.

**GENERAL CLAUSES**

1. **Information Collection and Use**
   1. We collect several different types of information for various purposes to provide and improve the Marketplace and Website to you. While using the Marketplace and Website, we may ask you to provide us with certain, personally identifiable information that can be used to contact or identify you known as Personal Data. Personally, identifiable information may include, but is not limited to:
      1. email address;
      2. names (first name and last name);
      3. phone number;
      4. postal address; and
      5. Cookies and Usage Data.
   2. Through the use of the Marketplace and Website, the User consents to the sharing of data with the Concerned Parties such as other Users of the Marketplace and Website as well as the authorized representatives of Safariblocks.
      1. We will not be responsible directly or indirectly for any loss, damage, harm caused to a User arising from the distribution of their information to others.
   3. We may also collect information on how the Marketplace and Website is accessed and used known as Usage Data. This Usage Data may include information such as your computer's Internet Protocol address (e.g., IP address), browser type, browser version, the pages of the Marketplace that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.
   4. We use cookies and similar tracking technologies to track the activity on the Marketplace and Website and hold certain information.
   5. You can instruct your browser to refuse all Cookies or to indicate when a cookie is being sent. However, if you do not accept Cookies, you may not be able to use some portions of the Marketplace and Website.
   6. We use Cookies to operate and enhance the provisions of the Marketplace, and WE DO NOT Share Cookies. We use the collected data for various purposes, to:
      1. provide and maintain the Marketplace;
      2. notify you about changes to the Marketplace and Website;
      3. allow you to participate in interactive features of the Marketplace when you choose to do so;
      4. provide customer care and support;
      5. provide analysis or valuable information so that we can improve the Marketplace;
      6. monitor the usage of the Marketplace; and
      7. detect, prevent, and address technical issues.
2. **Transfer of Data**
   1. Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.
   2. If you are located outside KENYA and choose to provide information to us, please note that we transfer the data, including Personal Data, to KENYA and process it there.
   3. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.
   4. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.
   5. For the avoidance of doubt, we cannot guarantee that communications between Users, or data stored on the Marketplace, will be free from unauthorized access by third parties due to the open communication nature of the Internet.
3. **Use License**
   1. Permission is granted to access Site Content for the usage as designated in clause 3.1 and 3.2. This is the grant of a license, not a transfer of title, and under this license, you may not (in addition to the items contained in clause 12 of the Terms and Conditions):
      1. modify or copy the materials;
      2. attempt to decompile or reverse engineer any software contained in the Website and Marketplace;
      3. remove or infringe on any copyright or other proprietary notations from the materials; or
      4. transfer the materials to another person or "mirror" the materials on any other server or website.
   2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by We at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.
   3. At our sole discretion, we will proceed to enforce legal action against Users who continue to engage in the behaviour listed in clause 3.1.1 to 3.1.4.
4. **Disclaimer**
   1. The materials on the Website and Marketplace are provided on an 'as is' basis. We make no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
   2. Though we are committed to offering a secure environment and protecting party’s privacy by implementing high end technological, security and procedure policies, to reduce the risk of accidental destruction or loss, or the unauthorized disclosure of or access to information or data, we cannot be held liable for any unauthorized access by third parties due to the open communication nature of the Internet.
   3. Further, we do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Website or otherwise relating to such materials or on any sites linked to this Website or the Marketplace.
   4. To the best of our ability and in compliance with the Data Protection Act of Kenya, 2019, all personal identifying data shall be stored in Kenya.
   5. The materials appearing on the Website or Marketplace could include technical, typographical, or photographic errors. We do not warrant that any of the materials on its Website are accurate, complete, or current. We may make changes to the materials contained on its Website at any time without notice. However, we do not make any commitment to update the materials.
   6. With reference and in addition to the Safariblocks Terms and Conditions:
      1. The digital fungible token offered, known as the **Jasiri digital Token (JSR)**, is not a currency nor a security and is presented as a digital commodity. The price of such commodities is not in the control of Safariblocks, which is not a financial or investment institution.
      2. NFTs issued on the platform, through the JASIRI NFT Marketplace, are traced to digitized movable assets, and represent rights to the same.
      3. Following the above, Safariblocks does not solicit any funds or offer any investment or financial advice.
      4. The e-wallets provided **(Jasiri wallets)**,are of a non-custodial nature. The User agrees to maintain confidentiality of their wallet and credentials in line with the Terms and Conditions Policy.
5. **Legal Requirements**
   1. We may disclose your Personal Data in the good faith belief that such action is necessary to:
      1. comply with a legal obligation;
      2. protect and defend the rights or property of Safariblocks;
      3. prevent or investigate possible wrongdoing in connection with the Website and/or the Marketplace;
      4. protect the personal safety of users or the public; and
      5. protect against legal liability.
   2. The security of your data is important to us but remembers that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.
6. **Service Providers**
   1. We may employ Service Providers on our behalf, to perform Service-related services, or to assist us in analyzing how the Marketplace and/or the Website is used.
   2. These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.
7. **Links to Other Sites**
   1. The Marketplace may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's Site. We strongly advise you to review the Privacy Policy of every Site you visit.
   2. e have no control over and assume no responsibility for the terms and conditions, code of conduct, privacy policies, practices, or content of any third party sites or services concerning its services. We advise that each member should get acquainted with such terms and conditions, code of conduct, privacy policies, practices, or content. We are not liable for any damage caused by a user towards such third party or vice versa.
   3. The inclusion of any link does not imply endorsement by us of the Third-party Site. The use of any such linked website is at the User's own risk.
   4. We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.
8. **Changes to This Privacy Policy**
   1. We may update our Privacy Policy from time to time without notice. The amendments shall be posted once made.
   2. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.
   3. By using this Website and Marketplace, you agree to be bound by the then current and applicable version of the Privacy Policy.
9. **Limitation of liability**
   1. We have no control over and assume no responsibility for the terms and conditions, code of conduct, privacy policies, practices, or content of any third party sites or with respect to its services. We advise that each member should get acquainted with such terms and conditions, code of conduct, privacy policies, practices, or content. We are not liable for any damage caused by a user towards such third party or vice versa.
   2. To the fullest extent permitted by applicable law, in no event will Safariblocks, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages caused by a User/Member under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise.
   3. In no event shall we or our suppliers be liable for any damages (including, without limitation, damages for loss of data) arising out of the use or inability to use the materials or services on the Website, even if our authorized representative has been notified orally or in writing of the possibility of such damage.
10. **Governing Law and Dispute Resolution** 
    1. The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the laws of Kenya and the parties, subject to the provisions of Clause 10 hereof, hereby submit to the exclusive jurisdiction of the Kenyan courts.
    2. All questions hereafter in dispute between the parties hereto not eventually settled and agreed between the parties hereto shall in the first instance be resolved by amicable negotiations for a period of 7 days.
    3. Should such negotiations fail to achieve a resolution, the dispute shall be referred to a single arbitrator under the provisions of the Arbitration Act 1995 (Laws of Kenya) such Arbitrator to be appointed in default of Agreement by the Chairman for the time being of the Chartered Institute of Arbitrators. The arbitration shall be conducted in Nairobi, and the language to be used in the proceedings shall be English. The decision of the Arbitrator shall be final and binding to the extent permissible by the law, and any Party may apply to a Court of competent jurisdiction for enforcement of such award.
    4. Notwithstanding the above provisions of this clause, a party is entitled to seek preliminary injunctive reliefs or interim or conservatory measures from any Court of competent jurisdiction pending the final decision or award of the Arbitrator.
    5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it more will any partial exercise preclude any further exercise of the same, or some other right, power or remedy. A waiver by a party to exercise its rights in respect of a specific default by the other party will not constitute a waiver to exercise its rights in respect of any other default.

1. **Contact Us**
   1. If you have any questions about this Privacy Policy, please contact us via the contact link on our Website page.