



THE KENYA NATIONAL WASTE PICKERS ASSOCIATION

TERMS AND CONDITIONS

For KeNAWPWA Mobile Application Effective Date: 2023

1. Acceptance of Terms

By downloading, installing, or using the KeNAWPWA mobile application ("App"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, do not use the App.

2. Membership Eligibility

- You must be a registered or aspiring waste picker operating within the Republic of Kenya.
- You must provide accurate, current, and complete information during the registration process.
- **Warning:** Providing a false National ID Number or impersonating another individual is a criminal offense under the laws of Kenya and will result in immediate account termination and reporting to authorities.

3. User Account and Security

- You are responsible for maintaining the confidentiality of your password.
- You agree to notify us immediately of any unauthorized use of your account.
- KeNAWPWA will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

4. Use of the Generated ID Card

The App generates a digital **Authorized Collector ID**. By using this feature, you agree that:

1. The ID Card remains the property of KeNAWPWA.
2. You will use the ID Card solely for identification purposes while conducting lawful waste collection activities.

3. You will **not** alter, forge, or tamper with the generated PDF or Image of the ID card.
4. You will present the ID for scanning (QR Verification) when requested by County Officials, Police, or Association Managers.
5. If your membership is revoked, you must immediately cease using the generated ID.

5. QR Code Verification

The App includes a QR code feature that links to a verification page. You acknowledge that scanning this code reveals your Membership Status, Name, and Reg ID to the person scanning it. This is a mandatory feature for transparency and public trust.

6. Intellectual Property

All content included on the App, such as text, graphics, logos (specifically the KeNAWPWA logo), and code, is the property of the Association or its content suppliers and protected by Kenyan and international copyright laws.

7. Prohibited Conduct

You agree not to:

- Use the App for any illegal purpose.
- Attempt to reverse engineer or hack the App.
- Harass, abuse, or harm another person via the App's communication channels.

8. Limitation of Liability

To the fullest extent permitted by applicable law:

- The App is provided on an "AS IS" and "AS AVAILABLE" basis.
- KeNAWPWA shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits or data, resulting from your use of the App.
- We do not guarantee that the App will function without interruption or errors. Use of the App is at your own risk.

9. Indemnification

You agree to indemnify, defend, and hold harmless KeNAWPWA, its officers, directors, and employees from and against any claims, liabilities, damages, losses, and expenses,

including legal fees, arising out of your violation of these Terms or your violation of any third-party right, including any intellectual property or privacy right.

10. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of **Kenya**.

- Any dispute arising out of these Terms shall be resolved amicably.
- If amicable resolution fails, the dispute shall be referred to arbitration in Nairobi, Kenya, in accordance with the Arbitration Act, 1995.