



# Terms of Service (“Terms”)

**Last Update:** 31/08/2024

## **NOTE:**

***Please read these terms and conditions carefully before using the Products and Services operated by Globe Technologies Ltd.***

## **Interpretation**

Words with capitalized initial letters have specific meanings as defined below, regardless of whether they appear in singular or plural forms.

## **Definitions**

For the purposes of these Terms of Service:

- **"Affiliate"** refers to an entity that controls, is controlled by, or is under common control with a party.
- **"Account"** means a unique account created for You to access our Products and Services.
- **"Company"** (referred to as either "the Company," "We," "Us," or "Our" in this Agreement) refers to Globe Technologies Ltd.
- **"Country"** refers to Kenya.
- **"Content"** refers to all forms of content such as text, images, audio, video or other digital formats made available by You through our Services.
- **"Device"** means any digital device such as a computer, smartphone, cellphone, iPad, tablet or TV.
- **"Feedback"** means any feedback, innovations, or suggestions sent by You regarding the performance or features of our Products and Services.
- **"Products"** refer to intangible digital goods created or operated by Us, such as websites, applications, eBooks, animated videos, audio files and other forms of software, or tangible merchandise aimed at addressing specific predefined user needs.
- **"Services"** refer to the functionalities provided within or without our Products including web development and maintenance, consultancy, and other solution-based approaches.
- **"Terms of Service"** (also referred to as "Terms") mean these Terms of Service that form the entire agreement between You and the Company regarding the use of Our Products and Services.

- **"Third-party Service"** means any third-party services or content (data, products or services) provided through our Products and Services.
- **"You"** (referred to as either "You" or "Your") refers to the individual or entity accessing or using our Products and Services.

## **Acknowledgment**

These Terms govern the use of Our Products and Services and form the agreement between You and the Company. By accessing our Products and Services, You agree to these Terms. If You disagree with any part, you may stop accessing or using Our Products and Services immediately.

## **Conditions of Use**

By accessing and using our Products and Services, You certify that You have read and reviewed these Terms and agree to them. If You do not agree, you may discontinue accessing or using Our Products and Services immediately. Access is only granted to those who accept these Terms.

## **Age restriction**

You must be at least 18 (eighteen) years old to access and use our Products and Services unless otherwise prescribed based on platform-specific ratings. By using our Products and Services, You confirm that You meet the required age and can legally adhere to this agreement. We assume no responsibility for liabilities related to age misrepresentation.

## **Indemnification**

You agree to indemnify and hold Us and Our affiliates harmless from any legal claims and demands arising from Your use or misuse of Our Products and Services. We as well reserve the right to select our legal counsel.

## **User Accounts**

- When You create an account with Us, You must provide accurate, complete and up-to-date information at all times. Failure to comply constitutes a breach of these terms and may result in immediate termination of Your account on Our Products and Services.
- You are responsible for safeguarding the account credentials that You use to access Our Products and Services and for any activities or actions under Your credentials, whether those credentials are with Our Products and Services or Third-Party Products or Services.
- If You think there are any possible issues regarding the security of Your account, inform us immediately so we may address it accordingly.
- You shall not use as a username the name of another person or entity or that is not lawfully available to You for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **Content and Posting**

### **Your Right to Post Content**

You retain ownership of the Content You post, but You grant Us the right and license to use, modify, display and distribute your content through our Products and Services.

### **Content Restrictions**

You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under Your account, whether done so by You or any other person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory or mean-spirited Content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin or other targeted groups.
- Spam, machine – or randomly– generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses or other Content that is designed or intended to disrupt, damage or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of its platforms if You post such objectionable Content. As the Company cannot control all Content posted by users and/or third parties on its Products and Services, you agree to access Our Products and Services at your own risk. You understand that by access Our Products and Services, You may be exposed to Content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content.

## **Content Backups**

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will however provide the best support where needed and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. You thereby acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

Therefore, You agree to maintain a complete and accurate copy of any Content in a location independent of Ours.

## **Copyright Policy**

### **Intellectual Property Infringement**

Since We respect the intellectual property rights of others, it is Our policy to respond to any claim that Content posted on platforms infringe a copyright or other forms of intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email to [globeheadquarters@gmail.com](mailto:globeheadquarters@gmail.com) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

### **Intellectual Property**

You agree that all Products and Services and their original content (excluding Content provided by You or other users), features and functionality provided by Us, are and will remain the exclusive property of the Company and its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents and other intellectual property.

You also agree that you will not reproduce or redistribute the Company's intellectual property in any way, including electronic, digital or new trademark registrations.

You grant the Company a royalty-free and non-exclusive license to display, use, copy, transmit and broadcast the Content you upload and publish. For issues regarding intellectual property claims, you should contact the Company in order to come to an agreement.

### **Your Feedback to Us**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

### **Links to Other Websites**

Our platforms may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for the content, privacy policies or practices of any third party products or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such products or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party products or services that You access and use.

### **Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Service.

Upon termination, Your right to access and use Our Products and Services will cease immediately. If You wish to terminate Your Account personally, You may do so by following the procedures prescribed on Our Products and Services or simply ceasing to access or use them.

### **Limitation of Liability**

The Company is not liable for any damages that may occur to You as a result of Your misuse of Our Products and Services. We reserve the right to edit, modify, and change these Terms at any time. This Agreement is an understanding between You and the Company, and this supersedes and replaces all prior agreements regarding the use of Our Products and Services.

### **"AS IS" and "AS AVAILABLE" Disclaimer**

Our Products and Services are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties, including merchantability or fitness for a particular purpose.

### **Governing Law**

These Terms are governed by the laws of Kenya and any disputes arising from these Terms will be resolved under the jurisdiction of the courts of Kenya.

### **Disputes Resolution**

If You have any concerns or disputes about Our Products and Services, You agree to first try to resolve them informally by contacting the Company.

### **Changes to These Terms of Service**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is deemed material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Products and Services after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, You may stop using Our Products and Services immediately.

### **Contact Us**

If you have any questions about these Terms of Service, You may contact us on:

[globeheadquarters@gmail.com](mailto:globeheadquarters@gmail.com)