Thank you for visiting our website or using our app. This website is owned and operated by The Standard Media Group. By accessing and/or using this website and Epaper Kenya app and related services, you agree to these Terms and Conditions, which include our Privacy Policy . You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms. In these Terms, 'us', 'we' and 'our' means Epaper Kenya and our related bodies corporate.

# Registration

You must be a registered member to access certain features of our app and website. When you register and activate your account, you will provide us with personal information such as your name and email address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy When you register and activate your account, we will provide you with a username and password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this user name.

You agree to notify Provider immediately by emailing online@standardmedia.co.ke if you suspect any unauthorized use of your account or access to your password.

#### If you are under 18...

If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your

parent or legal guardian understand these Terms. If you are a parent or guardian permitting a person under the age of 18 (a Minor) to create an account, you agree to:

- exercise supervision over the Minor's use of our website and account;
- assume all risks associated with the Minor's use of our website and their account, including the transmission of content or information to and from third parties via the Internet;
- ensure that the content and information that the Minor may encounter on our website are suitable for the Minor:
- assume liabilities resulting from the Minor's use of our website and their account:
- ensure the accuracy and truthfulness of all information submitted by the Minor;
  and
- o provide the consents contained in these Terms on behalf of the Minor

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to our website and your account on this basis.

# Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website. We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or

damage the operations of your computer systems. We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

# **Products on our App and website**

- Any times or dates stated on our Website are estimates only and IW does not accept liability for any failure with regard to dates or time.
- The price of any of the Products is the price in force at the date and time of viewing. We may change the price of any Product displayed on our Website at any time.
- You undertake that all details you provide to us which we may offer on our Website will be correct.
- Our Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Website if priced, may be incorrectly priced.

#### 3.1 Buying in-app purchases(IAP) in our iOS app

In-app purchases like the ability to subscribe to a paper is Auto-Renewable subscription based IAP which in simple terms mean that:

- Payment will be charged to iTunes Account at confirmation of purchase
  Subscription automatically renews unless auto-renew is turned off at least
  24-hours before the end of the current period
- Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal

- Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase
- You can refer to our <u>privacy policy</u>
- Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication, where applicable

# **Your Consumer Rights and Our Status**

- Epaper Kenya respects and preserves your consumer rights.
- We may also provide links on our Website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that your access or that any products or services you purchase from third party suppliers through our Website, or from companies to whose website we have provided a link on our Website, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. Further details of our disclaimer are set out in our Website Disclaimer.
- This disclaimer set out in this provision does not affect your statutory rights against the third party seller.

#### **Linked Sites**

Our app and website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.