**Terms and Conditions of Use for MFT Tracking App Tracking Interface Desktop and Mobile Edition**

#### This Terms of Use Agreement (this "Agreement") is a legal agreement between you ("You" "Your" or "User") and MFT Fulfillment Centre Ltd (“MFT”), a full-service order fulfillment company.

#### The Agreement sets forth the terms and conditions for Your use of the MFT Tracking App for both desktop and mobile ("MFT Tracking App" or "Service"), an online interface that allows You to track your MFT orders. This Agreement is between You and MFT only, and not with any other entity. MFT is solely responsible for the services, content and materials provided through MFT Tracking App and the Service generally. User acknowledges and agrees that he or she is solely responsible for and shall abide by (i) the terms of this Agreement; and (ii) the terms of use and guidelines of all secondary websites, services and devices affiliated with the Service, as applicable, or linked to through the Service. User warrants, represents and agrees that interaction with the Service is for the sole purpose to facilitate and manage MFT shipping transactions.

**Modification of These Terms of Use**

MFT reserves the right to change the terms, conditions, and notices under which the Service is offered. If You do not agree to, or cannot comply with, the Agreement as amended, You must stop using the Service. You will be deemed to have accepted the Agreement as amended if You continue to use the Service. The Service provides You with the opportunity to implement various MFT services and products, which may be modified or expanded in the Service from time to time. User acknowledges and agrees that his or her use of the Service, in each instance, is subject to any such changes and that User's use of the Service constitutes acceptance of such changed terms. User agrees to review this Agreement from time to time to ensure compliance with these terms and conditions.

**Description of Service**

The Service is an online desktop and mobile platform with the mobile version designed for web enabled mobile devices and is available in both IOS and Android App versions as well. The Service allows You to track packages/orders whether automatically or manually and to receive delivery alerts through a convenient dashboard that allows You to view all of Your incoming packages before they arrive at Your home. The Service contains functionality that allows You to implement various other MFT products and services, which includes but is not limited to printing labels; providing delivery instructions; holding mail; requesting redelivery.

**Additional Products and Services**

The various additional products and services available through MFT Tracking App may have associated fees. In addition, some such services may have separate terms and conditions that You must agree to in order to access them. MFT may modify the services available through MFT Tracking App at its discretion, and may add or subtract services from time to time. The terms and conditions of such secondary services shall govern when accessing such services, and the terms of this Agreement shall apply to the use of MFT Tracking App.

**Functionality not Guaranteed**

You acknowledge that functionality of the Service may be compromised or unavailable based on the configuration of Your system based on Your operating system, browser version as well as Your hardware or phone. Access to the Service is not guaranteed for every software and hardware configuration, and You agree that MFT shall have no liability for Your inability to access MFT Tracking App in every instance, or to access the various services available through MFT Tracking App due to such hardware and software constraints.

**Privacy**

MFT has always valued Your privacy, and built a brand that customers trust. When using the Service, the information You provide is accessible to MFT, but may also be collected by third parties such as the companies that control the operating systems of the particular application You are using, e.g. browser, mobile device, etc. as well as Your telecommunications provider (not unlike an Internet Service Provider's ability to access data provided by its subscribers). Information collected by any such third party is governed by its terms of service and its privacy policy. Any information provided by You to MFT while utilizing the Application is governed by the MFT privacy policy.

**Intellectual Property - License Grant and Restrictions**

This Service provided to You by the MFT is for User's personal or commercial use. User may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Service excepting Your right to share information provided through the Service to explain or effectuate an MFT transaction (for example, sharing tracking information with a customer). Material provided by the Service is the copyrighted property of MFT. All rights reserved. The intellectual property and images presented through the Service may not under any circumstances be reproduced or used without MFT's prior written permission. Other than the actual information related to a mailed item, You may view and download material from this Service for personal and commercial use solely when the materials clearly state that these materials may be copied and reproduced according to the terms stated on the particular pages where such materials are found; or with the express written permission of MFT. In all other cases, You will need written permission from MFT to reproduce, republish, upload, post, transmit, distribute or publicly display material from this Service.

MFT grants to You a limited, non-exclusive, non-transferable license to access and use the Service for the purpose of shipping MFT products generally. The information regarding Your item may be used for informational purposes commercially solely to provide information regarding Your item to either a sender or recipient of Your item. MFT also grants to You a non-exclusive, non-transferable license to use the Service on any device that You own or control as permitted by any terms of use set forth by Your device manufacturer, the terms of use of Your device's operating system and/or the terms of use of Your telecommunications provider. Any violation by You of the license provisions contained herein may result in the immediate termination of Your right to use the Service. MFT reserves all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. ANY USE OF THE SERVICE NOT SPECIFICALLY PERMITTED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED.

You agree that You will not:

* use the Service or MFT Tracking App to reproduce copyrighted materials;
* copy, store, edit, change, prepare any derivative work of or alter in any way any of the information provided through the Service or MFT Tracking App except for uses related to Your mailing and purchase of MFT products and services;
* provide Your password, if required by the Service or any Application available on MFT Tracking App to any other person;
* translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Service or any application available on MFT Tracking App or any portion of them accessible through the Service or through MFT Tracking App;
* circumvent any technology used by the MFT or its licensors to protect content accessible via the Service or found on MFT Tracking App;
* rent, lease or sublicense any of the intellectual property provided through the Service or available on MFT Tracking App; or
* use the Service or any application available on MFT Tracking App in any way that violates the terms of this Agreement

As between You and MFT, You acknowledge that MFT owns or has a license to all title and copyrights in and to the Service. All title and intellectual property rights in and to the content in the Service is the property of the respective content owner (whether the MFT or a licensor to the MFT) and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.

The Service and the applications found on MFT Tracking App contain the trademarks, service marks, graphics and logos of the MFT and may contain third-party trademarks, service marks, graphics, and logos. You are not granted any right or license with respect to such MFT trademarks or the trademarks of any third party available through the Service.

**Updates, Maintenance and Support**

MFT may from time to time make available to all users of the Service updates at no cost or subject to additional fees in MFT's sole discretion. "Updates" means any updates, upgrades or error corrections to the Service MFT makes available generally to users of the Service. Notwithstanding anything else contained in this Agreement, MFT will have no obligation to continue producing or releasing new versions of the Service or any updates thereto. MFT is solely responsible for providing any maintenance and support of the Service as specified in this Agreement, or as required under applicable law.

**Links to Third-Party Sites and Limitation of Liability**

The Service and other websites and services that may be accessible through the Service or on MFT Tracking App generally, which also may be operated by MFT, may contain links to websites operated by parties other than MFT. Such links are provided solely for User's convenience. MFT does not control such third-party websites and is not responsible for the contents of such sites. MFT's inclusion, if any, of links to such third-party websites does not imply any endorsement of the material on such sites or any association with their operators. When linking to such third-party websites, MFT follows web-linking and exit page guidelines. MFT does not monitor websites linked to by User, and the use of any such links is performed strictly at the User's own risk. IN NO EVENT SHALL MFT BE LIABLE FOR ANY DAMAGES THAT RESULT FROM ACTIVITY OCCURRING ON NON-MFT WEBSITE(S) WHEN A USER LINKS TO SUCH SITE FROM THE SERVICE OR MFT TRACKING APP.

**No Unlawful or Prohibited Use**

As a condition of Your use of this Service and MFT Tracking App generally, You warrant to MFT that You will not use the Service or MFT Tracking App for any purpose that is unlawful or prohibited by these Terms of Use.

User agrees that when using the Service or MFT Tracking App that User shall not:

* Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
* Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
* Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless You own or control the rights thereto or have received all necessary consents;
* Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the MFT networks or another's computer;
* Advertise or offer to sell any goods or services for any commercial purpose through direct communications utilizing the Service or MFT Tracking App;
* Conduct or forward surveys, promotions, sweepstakes, contests, pyramid schemes or chain letters;
* Download any file posted by another user of the Service that User knows, or reasonably should know, cannot be legally distributed in such manner;
* Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; or
* Restrict or inhibit any other user from using and enjoying the Service or MFT Tracking App generally.

MFT reserves the right to terminate User's access to the Service at any time without notice for any reason whatsoever.

MFT reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in MFT's sole discretion.

User grants MFT permission to use any information, suggestions, ideas, drawings or concepts communicated through the Service or MFT Tracking App for any purpose by You to MFT in any manner that MFT chooses, commercial, public or otherwise, without compensation whatsoever. User agrees and acknowledges that all content found within the Service, whether provided by MFT, third-parties or from User, to the fullest extent permitted by law and under contract, shall be or become the property of MFT with no restrictions in use, whether commercial or otherwise.

**Liability Disclaimer**

The information, software if any, products, and services included through this Service may include inaccuracies or typographical errors. Changes are periodically added to the information provided. MFT and/or its respective suppliers may make improvements and/or changes to this Service, MFT Tracking App and accompanying services available through MFT Tracking App at any time.

THE MATERIALS AND/OR INFORMATION PROVIDED UTILIZING THE SERVICE AND THE APPLICATIONS ON MFT TRACKING APP ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMITTED PURSUANT TO APPLICABLE LAW. MFT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MFT DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION IS ACCURATE OR RELIABLE OR THAT, THE MATERIALS AND/OR INFORMATION PROVIDED UTILIZING THE SERVICE OR MFT TRACKING APP WILL BE FREE OF ERRORS OR VIRUSES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SERVICE OR MFT TRACKING APP, OR WITH ANY OF THESE TERMS OF USE, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE OR MFT TRACKING APP. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL MFT BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM OR RELATE TO THE USE OR INABILITY TO USE THE MATERIALS AND/OR INFORMATION PROVIDED UTILIZING THE SERVICE, MFT TRACKING APP OR THE ACCOMPANYING SERVICES AVAILABLE THROUGH MFT TRACKING APP EVEN IF MFT HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL MFT BE LIABLE FOR ANY DAMAGES RESULTING FROM USER'S INABILITY TO ACCESS OR USE THE SERVICE, MFT TRACKING APP, MATERIALS AND/OR INFORMATION PROVIDED UTILIZING THE SERVICE OR MFT TRACKING APP DUE TO FAILURE OF THE USER'S DEVICE, OPERATING SYSTEM OR USER'S INABILITY TO ACCESS SUFFICIENT BANDWIDTH AND/OR TELECOMMUNICATIONS CONNECTIVITY. USER ACKNOWLEDGES AND AGREES THAT TRACKING FUNCTIONALITY PROVIDED BY THE SERVICE MAY NOT TAKE PLACE IN SOME INSTANCES, OR MAY BE LIMITED DUE TO PROCESSING LIMITATIONS, ERROR OR BASED ON SPECIFIC PRODUCT LIMITATIONS AND THAT MFT SHALL HAVE NO LIABILITY FOR INACCURATE PACKAGE LOCATION DATA, MISSING PACKAGE LOCATION DATA OR THE FAILURE OF THE SERVICE TO PROVIDE ANY PACKAGE LOCATION DATA WHATSOEVER.

**Potential Third-Party Charges or Fees**

YOU ACKNOWLEDGE AND AGREE THAT YOUR TELECOMMUNICATIONS CARRIER MAY CHARGE DATA USAGE FEES (INCLUDING ADDITIONAL CHARGES WHEN ROAMING AS WELL AS FEES FOR SMS OR TEXT MESSAGING THAT MAY BE USED TO RECEIVE UPDATES RELATED TO THE TRACKING OF MAILABLE ITEMS) TO ACCESS THE SERVICE, AND THAT MFT SHALL NOT BE LIABLE FOR ANY SUCH FEES AS A RESULT OF YOUR USE OF THE APPLICATION OR THE SERVICE. YOU SHOULD CONTACT YOUR WIRELESS OR TELECOMMUNICATIONS PROVIDER FOR COMPLETE PRICING DETAILS.

**Indemnification**

You acknowledge and agree to indemnify and hold MFT, its affiliates, officers, employees and agents, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of Your use of the Service and MFT Tracking App or in the event of Your violation of this Agreement; any infringement of third party rights by You while utilizing the Service or MFT Tracking App such as any intellectual property or other right of any person or entity arising out of or related to any products or services purchased by You in connection with the Service or MFT Tracking App or offered by a third party through the Service or MFT Tracking App.

**Access Restriction and Registration**

MFT, in its sole and unreviewable discretion, reserves the right to deny any User access to the Service, the applications or any portion of MFT Tracking App without notice. You must register for this Service, and by doing so, You warrant and represent that You have the authority to request the functions performed through the Service. You agree not to use the Service to solicit information regarding any shipments of which You are not either the bona fide recipient or sender. MFT may use a third party identity proofing company during the registration process in order to better ensure Your right to receive information at a specified location or Your right to receive information regarding the delivery of Postal Service products or services. You may be required to provide specific information to prove Your identity during this process. You acknowledge that failure to provide such information may result in MFTs inability to allow You to access MFT Tracking App.

**General**

THIS AGREEMENT IS GOVERNED BY THE REPUBLIC OF KENYA LAW. USER AGREES THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THESE TERMS OF USE SHALL BE BROUGHT BY USER IN AND BEFORE A KENYAN COURT. USER AGREES TO WAIVE ANY OBJECTIONS AS TO THE LAYING OF PERSONAL JURISDICTION OR VENUE IN SUCH A COURT, AND AS TO ANY PURPORTED INCONVENIENCE OF THE CHOSEN FORUM.

MFT's performance of this agreement is subject to existing laws and legal processes, and nothing contained in this agreement is in derogation of MFT's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by MFT with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

This agreement constitutes the entire agreement between the User and MFT with respect to this Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and MFT with respect to this Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Specific Provisions for MFT iPhone® App**

This Agreement is concluded between User and MFT only, and not with Apple, Inc. ("Apple®"). In addition, MFT, not Apple, is solely responsible for the products and services provided by MFT such as the Service and the Application as well as content thereof. User and MFT acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon Your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof as set forth in App Store's Terms And Conditions available online at <http://www.apple.com/legal/itunes/appstore/us/terms.html>. Accordingly, that upon Your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary thereof. You and MFT agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

Subject to the terms of this Agreement, User agrees and acknowledges that MFT, not Apple, shall be responsible for addressing any claims of the end-user or any third-party relating to the Application or Your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar laws. Apple, the Apple logo, iPod, and iTunes are trademarks of Apple Inc., registered in the U.S. and other countries. iPhone is a trademark of Apple Inc.

**Specific Provisions for MFT Android® Application**

You and MFT agree that the group of companies of which Google is the parent has no obligation whatsoever to furnish any maintenance and support services with respect to this Service and Application.

You acknowledge and agree that each member of the group of companies of which Google is the parent shall be third party beneficiaries to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to this Agreement excepting Apple, Inc. as set forth above. If You have any questions or concerns regarding the use of the MFT Android Application or MFT Tracking App, You may reach MFT at <https://www.mftfulfillmentcentre.com/contact.html>