

NIHUSUBU AGREEMENT/TERMS OF USE

1. Acceptance

1. These Terms and Conditions form the agreement (“Agreement”) between the FLUIDTECH GLOBAL (referred to as “Company”, “us”, “we”, “our” and “Creative Force Ltd) specified herein and the user (referred to as “Client” or “you”), collectively referred to as the Parties or each a Party.
2. The Company owns the cloud-based software (“Software”) which can be previewed at www.nihusubu.com (“Site”).
3. The Client wishes to use the Software.
4. This Agreement sets out the terms upon which the Company has agreed to grant the Client a right to access and use the Software. This Agreement is binding on any use of the Software and applies to the Client from the time that the Company provides the Client with an account to access and use the Software (“Account”).
5. You accept this Agreement by either:
 - a) signing up on our website;
 - b) ticking the online acceptance box;
 - c) subscribing for the payment plans set out on our website
 - d) making part or full payment for access to the Software, set out on our Site.
6. By accessing and using the Software, you acknowledge that you have read, understood, and accepted this Agreement and you have the authority to act on behalf of any person or entity for whom you are using the Software, and you are deemed to have agreed to this Agreement on behalf of any entity for whom you use the Software.
7. The Company reserves the right to make changes to this Agreement at any time, effective upon the posting of modified Terms and Conditions. The Company will make every effort to communicate these changes to the Client via email. It is the Client’s obligation to ensure that the Client has read, understood and agree to the most recent Terms and Conditions available on our Site.
8. This Agreement incorporates the Privacy Policy and Cookie policy, in each case, as amended from time to time, which are available on the Site.

2. SOFTWARE AND SERVICES

1. The Software is a business management tool that targets small midsize business to enable them manage and grow their business.
2. The software offers a wide range of products which include but not limited to:
 - i. inventory management
 - ii. customer relationship management
 - iii. sales management
 - iv. accounting management
3. Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, transferable, revocable right to access and use the Software during the applicable Term in accordance with this Agreement.
4. The Software is provided to the Client via an individually assigned URL.
5. The Client will only be able to access the Software by completing an online subscription or logging in to an account we create for you.
6. The services provided by the Company include Account creation, training and support (“Services”) as set out on the Site.

3. ONLINE SUBSCRIPTION AND ACCOUNT

1. When you subscribe online or sign into your Account, the Software will request that you provide personal information for subscription purposes. This personal information that we collect, and how we deal with it, is set out in the Privacy Policy available on our Site.
2. Information that is created when you subscribe, such as login details and passwords (“Client Information”) is stored on servers in United States however some Data may pass through or be stored on servers outside of United States. We will take industry best-practice steps to ensure that Client Information is kept secure and confidential.
3. You will be required to pay a fee for your subscription to the Software (“Subscription Fee”) as set out on our Site. You will not be given an Account to access and use the Software until payment is made.
4. Upon subscription, the Client obtains a valid Account to use the Software for the Term of this Agreement.

4. PAYMENT MODES

1. You agree to pay the Subscription Fee required to enable you to access and use the Software.

2. You will be required to make payments via mobile money transfer ie Mpesa and Airtel money or credit card when the option is made available.
3. The Deposit and all subscription payments(whether made daily, weekly, monthly or in total upfront) towards purchase of the product /use of Nihusubu products shall be made through M-PESA Pay Bill Number provided on the website. No payments by cash will be accepted by NIHUSUBU nor should they be made under any circumstances for the purchase of any Product.
4. If you subscribe online and wish to pay via credit card, you may need to provide your credit card details when completing your online subscription. If you pay by credit card, you acknowledge and agree that:
 - a. to maintain your subscription, payment to us will be made automatically on the basis set out on our Site, from the credit card that you have provided to us;
 - b. if we are unable to take payment from your credit card, we will attempt to contact you via email as soon as we become aware of the payment failure. Until payment is confirmed, your Account will be locked and you will not be able to access or use the Software.
5. If payment is not made within 7 days of the payment due date, we may lock your Account without notice to you, in which case you will not be able to access your Account or use the Software.

5. TERM AND TERMINATION

1. This Agreement will automatically renew at the end of the Term for successive equal Terms, unless terminated in accordance with this clause 5.
2. To terminate an Account, the Client must advise us in writing at least 30 days before the end of the Term. The Client's Account will be terminated at the end of the Term, and automatic payments will cease at the end of the Term.
3. It is the Client's responsibility to retrieve all necessary data from their Account prior to termination.
4. We may terminate the Agreement immediately, in our sole discretion, if:
 - a. you breach any of these Terms and Conditions and do not remedy the breach within 30 days after receiving notice of the breach if the breach is capable of being remedied;
 - b. we reasonably suspect that you are attempting to reverse engineer the Software that you are provided access to;
 - c. we consider that a request for Software and/or Services is inappropriate, improper or unlawful;

- d. you fail to provide us with clear or timely instructions to enable us to provide you with the Software and/or Services;
 - e. we consider that our working relationship has broken down including a loss of confidence and trust;
 - f. where the Client is an individual, an order for the appointment of a trustee in bankruptcy or analogous step is taken; or
 - g. for any other reason outside our control which has the effect of compromising our ability to provide you with the required Software and/or Services within a required timeframe.
5. On termination, we may retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to the Agreement constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of this Agreement.

6. CLIENT OBLIGATIONS

1. The Client warrants that all information provided to the Company is true, accurate and complete.
2. You acknowledge and agree that:
 - a. you are authorized to use the Software and to access any information or data that you input (“Data”) into the Software, including any Data which has been inputted into the Software by any person you have authorized to do so;
 - b. the Software must only be used for your own lawful internal business purposes, in accordance with this Agreement;
 - c. all Client names and passwords required to access the Software are kept secure and confidential;
 - d. if there is any un authorized use of your passwords or any other breach of security, you will immediately notify the Company of such activity;
 - e. the reliability of the Software is dependent upon the Client’s access to the internet; and
 - f. it is the responsibility of the Client to determine that the Software meets the needs of the Client and their business, and is suitable for the purposes for which the Software is used.
3. You may use the Software on behalf of others or in order to provide services to others but if you do so you must ensure that you are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to you.

4. The Company has no responsibility to any person or entity other than you and nothing in this Agreement confers, or purports to confer, a benefit on any person or entity other than you. If you use the Software on behalf of or for the benefit of anyone other than yourself, you agree that:
 - a. you are responsible for ensuring that you have the right to do so;
 - b. the Company does not warrant the fitness for purpose or suitability of the Software for such third party's purposes and third parties may not rely on the Company for any purpose;
 - c. you are responsible for authorizing any person who is given access to your Data, and you agree that the Company has no obligation to provide any person or entity with access to such Data without authorization from you and may refer any requests for access to the Data to you to address; and
 - d. you will indemnify the Company, on first demand, against any and all claims, expenses, liabilities or losses arising out of in connection with the Company's refusal to provide any persons with access to your Data in accordance with these Terms and the Company making Data available to any person with authorization from you.
5. The use of the Software is at the Client's own risk.
6. You remain solely responsible for complying with all applicable laws. It is your responsibility to ensure that access to your Data via the Software complies with the law applicable to you, including any laws requiring you to retain records of your Data.
7. You acknowledge that we may use your trade names, trademarks, service marks, logos, domain names, testimonials and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website) for the purpose of advertising or publicizing your use of the Software.

7. PROHIBITED USE

1. You acknowledge and agree that you will not:
 - a. attempt to circumvent or disable the Software or any technology features or measures in the Software by any means or in any manner;
 - b. attempt to modify, copy, adapt or reproduce the Software except as necessary to use it for normal operation;
 - c. attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software;
 - d. distribute, encumber, sell, rent, lease, sub license, or otherwise transfer, publish or disclose the Software to any third party (except as permitted under this Agreement);

- e. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or used in connection with the Software;
 - f. use the Software in any manner to aid in the violation of any third party Intellectual Property, including but not limited to another's copyrights, trade secrets, and patents;
 - g. take any action that interferes, in any manner, with the Company's rights with respect to the Software;
 - h. attempt to undermine the security or integrity of the Company's computing systems or where the Software is hosted by a third party, that third party's computing systems and networks;
 - i. use, or misuse, the Software in any way which may impair the functionality of the Software, Site, or other systems used to deliver the Software or impair the ability of any other Client to use the Software or Site;
 - j. attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access; and
 - k. transmit, or input into the Software or Site, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including any content protected by copyright or trade secrets which you do not have the right to use).
2. You acknowledge and agree that you will not use the Software or the Site for any activities, or post or transmit any material from the Site:
- a. unless you hold all necessary rights, licenses and consents to do so;
 - b. that infringes the intellectual property or other rights of any person;
 - c. that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - d. that defames, harasses, threatens, menaces, offends or restricts any person; or
 - e. that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy.
3. You agree that we have the right (but not the obligation) to delete any Data or content which in our opinion is in breach of clause 7.2.
4. In addition, title, ownership rights and Intellectual Property rights in and to any content displayed on the Site or in the Software, or accessed through the Site or the Software, are

the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives you no rights to such content.

5. You acknowledge that any breaches of this clause may lead to termination of this Agreement.

8. PRIVACY POLICY

1. We agree to comply with applicable legislation or privacy guidelines, as set out in our Privacy Policy which is available on our Site.
2. We agree to comply with the requirements of The Constitution of Kenya 2010, under Article 31 which recognizes the right to privacy. The Universal Declaration of Human Rights 1948 and the International Covenant on Civil and Political Rights 1976 supports the passage of domestic legislation, on the principles concerning the protection of privacy and individual liberties as set forth in the Declaration and Covenant. The African Charter on Human and Peoples Rights (ACHPR) and African Union Convention on Cyber Security and Personal Data Protection (2014) and most important The privacy and data protection policy 2018- Kenya
3. You will be taken to have read the terms of the Privacy Policy when you accept this Agreement.

9. INTELLECTUAL PROPERTY

1. Title to, and all Intellectual Property rights in the Software, this Site and any documentation relating to the Software, remain the property of Fluid Tech Global and its successors and permitted assigns. Your right to use such Intellectual Property is subject to the terms of this Agreement.
2. You grant the Company a non-exclusive, worldwide license to use any Intellectual Property which subsists in the Data you provide in connection with the use of your Account and the provision of the Services, including copyright in any third party logos or other materials.
3. Title to and all Intellectual Property rights in any Data you input into the Software remain your property. However, your access to the Data and continued use of the Software is contingent on payment of your Subscription Fee.
4. You grant the Company a license to use, copy, transmit, store, and back-up your information and Data for the purposes of enabling you to access and use the Software and for any other purpose related to provision of Services to you and the performance of our obligations under this Agreement.
5. It is the responsibility of the Client to maintain copies of all Data which is inputted into the Software. The Company employs industry best-practices for data storage and back-up and will endeavor to prevent data loss, however, as the Software operates as a cloud-based service, provided through third parties, the Company does not make any guarantees that there will be no loss of data and does not represent or warrant that access to the Software, the Data or an Account will be available without interruption.

10. UPDATES AND SUPPORT

1. The Software will be automatically updated (“Updates”) for the duration of this Agreement.
2. You acknowledge that the Company has no obligation to provide Updates to the Software, except as otherwise agreed in this Agreement. You consent to such automatic upgrading, and agree that the terms and conditions of this Agreement will apply to all such Updates.
3. The Software may contain automatic communications features which relay certain non-personally identifiable information to the Company in connection with the operation of the Software. The Company may use this information for research purposes including statistical analysis of aggregate customer behavior.
4. The Company may provide support to the Client as specified on our Site. If you require technical support, please contact the Company via support@nibusbu.com

11. AVAILABILITY OF SITE AND SOFTWARE

1. Whilst the Company intends that access to the Software via the Site should be available on a 24 hour basis, it is possible that the Software or Site are unavailable due to maintenance or other development activity.
2. Where possible, the Company will provide notice to its Clients of any maintenance or development activity in advance by email.

12. SECURITY

1. The Company has implemented and will maintain security systems for the transmission and storage of Data, consisting of best-practice and state-of-the-art technologies that are accepted in the industry to provide appropriate security for the processing of Data over the internet.

13. FEEDBACK AND DISPUTE RESOLUTION/ARBITRATION

1. Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our Services, please contact any member of our staff.
2. If there is a dispute between the Parties in relation to this Agreement, the Parties agree to the following dispute resolution procedure:
 - a. The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (“Initial Meeting”).
 - b. If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mutually agreed upon mediator in Nairobi County. Any costs and fees other than advocate fees associated with the mediation shall be shared equally between the parties

- c. If it proves impossible to arrive to a mutually satisfactory solution through mediation, the parties may agree to submit any dispute between the parties to an independent arbitrator agreed by the parties or in default appointed by chairman for the time being of the Chattered Institute of Arbitrators. Failing agreement within 60 working days after one party has notified the other in writing that a dispute has arisen. His decision shall be binding on the parties and his costs and changes shall be borne by whichever of the parties is substantially unsuccessful in the dispute.
3. Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under this Agreement, by law or in equity.
4. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya

14. LIMITATION OF LIABILITY AND DISCLAIMERS

1. The Company and the Client agree that the Company's liability for the Services provided via the Site and the Software is governed solely by Consumer Protection Act 2012 and the Competition Act Laws to the extent applicable, and this Agreement.
2. You acknowledge that whilst the Company will take reasonable steps to ensure that the Software will be fit for the purposes as advertised, the Company gives no guarantees that:
 - a. the Software will meet your requirements;
 - b. the Software will work in each of your desired use case scenarios; and
 - c. the Software can be used on every operating system, as it is impossible to test each variant.
3. The Software uses third party hosting services, and the Company cannot warrant that these third party hosting services are provided free of defect or without interruption.
4. The Company does not warrant that use of the Software will be uninterrupted or error free. The operation of the Software is dependent on public telephone services, computer networks, the internet, which can be unpredictable and may from time to time interfere with the use of the Software. The Company accepts no responsibility for any such interference or prevention of your use of the Software.
5. All risk arising out of the use or performance of the Software remains with you. You understand and agree that the use of the Software, material or data downloaded or otherwise obtained through the use of the Software, is at your own discretion and risk and that you will be solely responsible for any infections, contaminations or damage to your computer, system or network. The Company is not responsible or liable for delays, inaccuracies, errors or omissions arising out of your use of the Software, any third party software or operating system.
6. In no event will the Company or its licensors be liable for any consequential, incidental, indirect, special, punitive, or other damages whatsoever arising out of this Agreement, the

use of or inability to use the Software, even if the Company has been advised of the possibility of such damages.

7. The Software is not intended for use in the operation of medical instruments, watercraft, military installations, warfare equipment, industrial control systems and or SCADA systems and or robotic systems, surgical/medical application or equipment, artificial intelligence application or system, gambling/wagering system, and prototype, experimental or single product items, nuclear facilities, aircraft navigation or communications systems or air traffic control machines or any other machines in which case the failure of the Software could lead to death, personal injury or severe physical or environmental damage.
8. The Client acknowledges that the Company may pursue any available equitable or other remedy against you as a result of a breach by the Client of any provision of this Agreement.
9. The Company or its licensors' liability for breach of any of its obligations under this Agreement for the Software, or breach of any warranty implied by law, will be limited, to the extent permitted by law, to the total price paid for access to the Software or any related Services. The Company's total liability to you for all damages in connection with the Software will not exceed the price paid by you under this Agreement for the Software. The foregoing limitations, exclusions and disclaimers will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
10. The Client acknowledges and agrees that the Company will not be liable for any non-compensatory damages including punitive, aggravated, multiple, exemplary, liquidated or any other non-compensatory damages or the consequences of non-payment.

15. CONSUMER LAW

1. Consumer Protection Act 2012 and the Competition Act Laws Kenya herein referred to as consumer protection laws ("Consumer Laws") in the jurisdiction of this agreement may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified ("Statutory Rights").
2. Nothing in this Agreement removes your Statutory Rights as a consumer under the Consumer Laws. You agree that our liability for Services provided to consumers is governed solely by the Consumer Laws and this Agreement. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.
3. Except for your Statutory Rights, all material and work is provided to you without warranties of any kind.
4. If you are a consumer as defined in the Consumer Laws, the following applies to you: We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.

16. INDEMNITY

1. You will be liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: (i) any information that is not accurate, up to date or complete or is misleading or a misrepresentation; (ii) any breach of this Agreement; (iii) and any misuse of the Software and/or Services; from or by you, your employees, contractors or agents.
2. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Software and/or Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
3. In the eventuality that you suffer harm as a direct result of our action/inaction we will indemnify you of any damages incurred;
4. The obligations under this clause will survive termination of this Agreement.

17. NOTICE

1. Any notice required or permitted to be given to the Client under this Agreement will be addressed to the Client at the email address provided by the Client when requesting a subscription, and/or the Account owner and program managers at the time of the notice.

18. RELATIONSHIP OF PARTIES

1. Neither Party is authorized to bind the other Party in any way without prior written consent of the other Party.
2. The Parties acknowledge and agree that they will not seek to bind the other Party other than with the prior written consent of the other Party.

19. RIGHTS OF THIRD PARTIES

1. Any person or entity who is not a party to this Agreement has no right to benefit under or to enforce any of this Agreement.

20. ASSIGNMENT

1. This Agreement is personal to the Parties. A Party must not assign or deal with the whole or any part of its rights and/or obligations under this Agreement without the prior written consent of the other Parties.
2. Any purported dealing in breach of this clause is of no effect.

21. WAIVER OR VARIATION OF RIGHTS

1. Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right.

2. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

22. POWERS, RIGHTS AND REMEDIES

1. Except as expressly stated to the contrary in this Agreement, the powers, rights and/or remedies of a Party under this Agreement are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Agreement or any other person.

23. FORCE MAJEURE

1. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control (Force Majeure), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

24. CONSENTS AND APPROVALS

1. Where this Agreement provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Agreement, that Party may in its absolute discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

25. FURTHER ASSURANCE

1. Each Party must from time to time and in a timely manner do all things reasonably required of it by another Party to give effect to this Agreement.

26. ENFORCEABILITY

1. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provisions in question will not be affected.

27. COUNTERPARTS

1. This Agreement may be executed in any number of counterparts and, if so, the counterparts taken together will constitute one and the same Agreement.

28. ENTIRE AGREEMENT AND UNDERSTANDING

1. The date of this Agreement is the date that this Agreement is accepted by the Client.
2. In respect of the subject matter of this Agreement:
 - a. this Agreement contains the entire understanding between the Parties; and
 - b. all previous oral and written communications, representations, warranties or commitments are superseded by this Agreement and do not affect the interpretation or meaning of this Agreement.

29. GOVERNING LAW AND JURISDICTION

1. This Agreement is governed by the laws of the jurisdiction of the entity specified below. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in the Kenyan jurisdiction:

Creative Entity	Jurisdiction
Fluid Tech Global	Nairobi, Kenya

30. DEFINITIONS

1. Confidential Information includes confidential information about the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as “confidential”.
2. Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names.

For any questions, please contact our support team.

NIHUSUBU PRIVACY POLICY

Nihusubu Privacy Policy

This Privacy Policy governs the manner in which *Nihusubu* collects, uses, maintains and discloses information collected from users (each, a “User”) of the nihusubu.com website (“Site”). This privacy policy applies to the Site and all products and services offered by *Nihusubu*

Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from accessing and using the Site and its related activities.

Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computing equipment used and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

Web browser cookies

Our Site may use “cookies” to enhance User experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

How we use collected information

Nihusubu may use or disclose the personal information we collect for the purposes set forth in this Policy, and one or more of the following business purposes:

- to fulfill or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery.
- to provide, support, personalize, and develop our website, products, and services.
- to create, maintain, customize, and secure your account with us.
- to process your requests, purchases, transactions, and payments and prevent transactional fraud.
- to provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our sites, third-party sites, and via email or text message (with your consent, where required by law).
- to help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- for testing, research, analysis, and product development.
- to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- as described to you when collecting your personal information or as otherwise set forth herein.
- auditing related to a current interactions and concurrent transactions, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.
- detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.
- debugging to identify and repair errors that impair existing intended functionality.
- to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice. We will not sell personal data (other than in connection with a sale of business or merger as explained above).

How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sensitive and private data exchange between the Site and its Users happens over a secured communication channel and is encrypted and protected with digital signatures.

Sharing your personal information

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

Third party websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

Compliance with children's online privacy protection act

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our Site from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

Changes to this privacy policy

Nibusubu has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

Contacting us

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please don't hesitate to [contact email](#).