

# Terms of Use

In these Terms of Use, the term "you" refers to the user visiting or contributing content to our website.

## 1. Accessing or using our service

To access or use some features of our Service or Site, you may choose to provide us certain information, or we may require you to provide certain information, or require that you establish an account with us through registration. Your access to certain content or features may be limited if you are not 18 years of age or older, or the legal age in your jurisdiction to form a legally binding agreement, or for other reasons.

Whenever you submit information to us, you agree to provide true, accurate and complete information and agree to, if the option is available, promptly update the information if there have been changes to the information you provided.

**Accounts.** We may also impose restrictions on your ability to establish an account (e.g., age limits, restrict business entities from setting up accounts, limitations on the number of accounts, etc.). When registering an account, you may need to select a username ("ID") and password. You are responsible for keeping your ID and password, and other account information, confidential and are fully responsible for all activities that occur under your account. You agree to notify us immediately of any breach of security or unauthorized use of your account or ID and password.

## 2. Acceptable use and user content standards

Our Site and Service are provided for your information and personal, non-commercial use only. When using our Site or Service, you agree to comply with these Terms of Use, and all applicable laws. Except as expressly permitted by these Terms of Use, you may not:

- Use our Site or Service in an unlawful or fraudulent manner or for such purposes, to collect personally identifiable information, or to impersonate other users;
- Modify our copyright/trademark or other proprietary rights notices, or interfere with the security-related features of our Site or Service;
- Use our Site or Service in any way to manipulate or distort, or undermine the integrity and accuracy of, any reviews and ratings, or take any action to interfere with, damage, disrupt any part of our Site or Service;
- Use our Site or Service to send, knowingly receive, upload/post, download, any material which does not comply with our content standards;

Use our Site or Service to transmit or facilitate the transmission of any unsolicited or unauthorized advertising or promotional material;

Use our Site or Service to transmit any data, or upload to our Site or Service any data, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

Decompile, reverse engineer or disassemble any portion of our Site or Service;

Use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained on our Site or Service, or use network-monitoring software to determine architecture of or extract usage data from our Site or Service; or

Engage in any conduct that restricts or inhibits any other user from using or enjoying our Site or Service.

You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

We may now or in the future permit you to post, upload, transmit through or otherwise provide through our Site or Service (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information (e.g., your name, e-mail address, etc.) and other content (collectively "User Content"). For example, any comment, rating or review of a product or a merchant that you post through our Site or Service is your User Content.

Standards. You agree not to submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You agree that your User Content:

Will be, in the context of reviews and ratings, based upon an actual shopping experience with the relevant merchant or third party, accurate (where facts are stated), reflect opinions genuinely held by you, and comply with all applicable laws;

Will be truthful, non-misleading and non-deceptive;

Will not contain any material which is tortuous (e.g., defames or invades the privacy of any person, etc.), obscene, offensive, hateful or inflammatory;

Will not promote sexually explicit material or violence, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

Does not breach any legal duty you owe to a third party, such as a contractual duty or a duty of confidence;

Will not be threatening, abuse or invade another's privacy, or provided with intent to harass, upset or embarrass any other person;

Will not be provided with an intent to impersonate any person, to misrepresent your identity or affiliation with any person, or to falsely give the impression that your User Content comes from someone else; or

Will not advocate, promote or assist any unlawful act (e.g., criminal acts, copyright infringement, computer misuse, etc.).

We may monitor, edit or remove any User Content for violation of the letter or spirit of these terms, or for any other lawful reason. However, we have no obligation to look for, edit or remove any User Content for any reason including, without limitation, violation of these terms.

### 3. Suspension and termination

If you fail to comply with the acceptable use or content standards in the Term of Use, we may take all or any of the following actions:

Immediate, temporary or permanent withdrawal of your right to use our Service or Site;  
Immediate, temporary or permanent withdrawal of any content submitted by you to our Service or Site;

Issue of a warning to you;

Legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

Disclosure of such information to law enforcement authorities or third party complainants as we reasonably feel is necessary or required;

Disclosure of your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, right to privacy or other legal rights.

The responses described in this paragraph are not limited, and we may take any other action we reasonably deem appropriate.

### 4. Complaints

If you wish to complain about any use of our Service or User Content posted to our Site, please contact us. After you contact us, we will review your complaint and decide whether it complies with these Terms of Use and, in particular, our content standards above. If not, we will deal with the matter as described above (section headed suspension and termination). We will inform you of the outcome of our review within a reasonable time of receiving your complaint.

### 5. User content licence

We do not claim ownership to your User Content. However, by submitting User Content, you grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sub-licensable and transferable right and licence to use, reproduce, distribute, create derivative works based upon (e.g., translations, etc.), publicly display/perform, transmit and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate in connection with our business and operations. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the User Content.

By submitting User Content, you also grant us the right, but not the obligation, to use your biographical or other information about you including, without limitation, all or some of your name, alias, nickname and geographical location, in connection with broadcast, print, online, or other use or publication of your User Content consistent with the licence granted in the previous paragraph.

Without limiting the rights granted in the foregoing paragraphs, and for avoidance of doubt, we reserve the right to display advertisements in connection with your User Content, to use your User Content for advertising and promotional purposes, and provide third-parties your User Content. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners and third-party service providers (including their downstream users).

## 6. Intellectual property

Our Site, Service and related content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation and interactive features (collectively, "Site Content") and all intellectual property rights to the same are owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on our Site or Service are owned by us, our licensors, or both. Except for the limited use rights granted in these Terms of Use, you shall not acquire any right, title or interest in our Site or Service. Any rights not expressly granted in these Terms of Use are expressly reserved.

## 7. Limitations on our site and services

Due to inherent technical and operational limitations of the Internet and the fact that we do not provide the networks that are used in accessing our Service, we cannot guarantee secure, uninterrupted or error free access to our Service.

We reserve the right to withdraw or amend our Service and our Site without notice. As such, our Service and Site is provided to you on an "as is" basis. We may from time to time suspend our Service in order to carry out routine and emergency work to our Site.

## 8. Reliance on site information

Information available through our Site or Service is for educational, entertainment and promotional purposes only. While we make efforts to ensure that information provided by us is accurate, we do not verify User Content or all Site Content (e.g., information provided by online mer-

chants and other third parties). For this and other reasons, such information may have errors, inaccuracies and omissions. As such, you should not rely on this information.

You are solely responsible for any actions or decisions you take based on materials and information available through our Site and Service, and should carry out your own research and investigation as appropriate.

If there is a dispute between you and anyone accessing our Site or Service, or you and any third party in connection with our Site or Service, you understand and agree that we are under no obligation to become involved.

#### 9. Online merchants and third parties

Your dealings with online merchants or other third parties via our Site or Service are solely between you and that third party. As such, when you engage in a transaction with a third party, you do so under their terms and policies, not ours. You use these services at your own risk and we accept no responsibility for them or for any loss or damage that may arise from your use of them. Complaints, questions and claims related to transactions with any third party should be directed to that third party.

#### 10. Our liability

As we do not charge for access or use of our Service or Site, our Site is provided on an "as is" basis. Accordingly, we hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

Any and all liability (whether arising in contract, tort or otherwise) for any loss or damage (direct or indirect) suffered by you in connection with our Service or Site.

We do not limit our liability if you die or are injured as a result of our negligence or you suffer loss as a consequence of any fraud committed by us.

#### 11. Information about you and your visits to our site

We process information about you in accordance with our Privacy Policy . By using our Service, you consent to such processing and you warrant that all data provided by you is accurate.

#### 12. Dispute resolution

We will do our best to resolve any problems or issues that you may have with us or our Service in a satisfactory manner. If, however, we are unable to reach a mutually satisfactory resolution,

we will discuss and agree the most appropriate way to resolve our dispute including mediation, arbitration or by commencing legal proceedings in a court of law.

### 13. Changes

We are constantly updating our Site and Services to provide better options and features, or for other reasons. In certain instances it may be necessary to update or modify our Terms of Use to reflect these and other changes (e.g., to reflect updates to our practices and policies). We also may, in some instances, need to provide you with operating rules or additional terms that govern your use of parts of our Site or any Service ("Additional Terms"). Accordingly, you agree that we may at any time provide you with Additional Terms, or update or modify these Terms of Use, as appropriate or necessary. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

### 14. Governing law

This Agreement will be interpreted and enforced in accordance with the laws of Uganda.

### 15. Other terms

We intend to rely on these Terms of Use as setting out the written terms relating to the provision of our Service to you. If any part of these Terms of Use shall be unlawful or unenforceable for any reason, this shall not be affect the remainder of these Terms of Use.

Permission is granted to individual consumers to electronically copy and to print hard copy pages of our Site Content for the sole purpose of using our Site or Service as a shopping resource.