

TWO RIVERS LIFESTYLE CENTRE APPLICATION ACCEPTABLE USE POLICY

1 About this policy

- 1.1 Together with our Site Terms and Conditions, this acceptable use policy (**Policy**) governs how you may access and use this website, the mobile application and all associated web pages (**Site**).
- 1.2 You should read this Policy carefully before using the Site.
- 1.3 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by this Policy, which supplements our Terms and Conditions of use of the Site. If you do not agree with or accept any part of this Policy, you should stop using the Site immediately.
- 1.4 If you have any questions about this Policy, please contact us using the contact details provided in our Terms and Conditions.
- 1.5 In this Policy:

'we', 'us' or 'our' means Two Rivers Lifestyle Centre Limited, a duly registered company under the Laws of Kenya and the registered office of which is at The Mall Management Office, 1st Floor, Two Rivers Mall Complex of Limuru Road, Nairobi. References to we, our and us in these Terms also includes our group companies from time to time; and

'you' or 'your' means the person accessing or using the Site or its content.

2 Acceptable use

We permit you to use the Site only for personal purposes and primarily for viewing and conducting purchases through the Site. Use of the Site in any other way, including any unacceptable use set out in this Policy, is not permitted.

3 Unacceptable use

- 3.1 As a condition of your use of the Site, you agree not to use the Site:
 - 3.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Policy or our Terms and Conditions;
 - 3.1.2 to commit any act of fraud;
 - 3.1.3 to distribute viruses or malware or other similar harmful software code;
 - 3.1.4 for purposes of promoting unsolicited advertising or sending spam;
 - 3.1.5 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 3.1.6 in any manner that disrupts the operation of our Site or business or the website or business of any other entity;
 - 3.1.7 in any manner that harms minors;
 - 3.1.8 to promote any unlawful activity;

- 3.1.9 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- 3.1.10 to gain unauthorized access to or use of computers, data, systems, accounts or networks; or
- 3.1.11 to attempt to circumvent password or user authentication methods.

4 Bulletin boards, chat rooms and other interactive services

- 4.1 We may make bulletin boards, chat rooms or other communication services (**Interactive Services**) available on the Site.
- 4.2 We are not obliged to monitor or moderate any text, images, video, audio or other multimedia content, information or material (**Submission**) submitted to our Interactive Services. Where we do monitor or moderate Submissions we shall indicate how this is performed and who should be contacted in relation to any Submission of concern to you.
- 4.3 We may remove or edit any Submission to any of our Interactive Services whether they are moderated or not.
- 4.4 Any Submission you make must comply with our Submission standards set out in clause 5 below.
- 4.5 By making a Submission, you grant to us a royalty-free, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Submission (in whole or in part) on the Site, and on any other websites or platforms operated by us, indefinitely.

5 Submission standards

- 5.1 Any Submission you make to our Interactive Services and any other communication to users of our Site by you must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably.
- 5.2 In particular, any Submission or communication by you must be:
 - 5.2.1 your own original work and lawfully submitted;
 - 5.2.2 factually accurate or your own genuinely held belief;
 - 5.2.3 provided with the necessary consent of any third party;
 - 5.2.4 not defamatory or likely to give rise to an allegation of defamation;
 - 5.2.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and
 - 5.2.6 unlikely to cause offence, embarrassment or annoyance to others.

6 Linking and framing

- 6.1 You may create a link to our Site from another website without our prior written consent provided no such link:

- 6.1.1 creates a frame or any other browser or border environment around the content of our Site;
 - 6.1.2 implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;
 - 6.1.3 displays any of the trademarks or logos used on our Site without our permission or that of the owner of such trademarks or logos; or
 - 6.1.4 is placed on a website that itself breaches this Policy.
- 6.2 We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

7 Using our name and logo

You may not use our trademarks, logos or trade names except in accordance with this Policy and our Terms and Conditions. Where we give permission to use our trademarks, logos or trade names, you shall do so only in accordance with our brand guidelines, which we shall guide you through upon written request.

8 Breach

We shall apply the terms of this Policy in our absolute discretion. In the event of your breach of this Policy we may terminate or suspend your use of the Site, remove or edit Submissions, disclose Submissions or any other communication to users of our Site by you to law enforcement authorities or take any action we consider necessary to remedy the breach.