

TWO RIVERS E-COMMERCE / MOBILE APPLICATION TERMS & CONDITION

1 About our Terms

- 1.1 These Terms give the guidelines within which you may use this Mobile and/or Website Application (the **Site**).
- 1.2 By accessing and using this Site, you confirm that you have read, understood and accepted these Terms and Conditions.
- 1.3 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.4 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.5 If you have any questions about the Site, please contact us by:
- 1.5.1 e-mail info@tworivers.co.ke, or
- 1.5.2 telephone on (+254) 709 902 508 Monday to Saturday: 9 am to 5 pm.

1.6 Definitions

Acceptable use policy	means the policy, which governs your permitted use of the Site;
Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
Online terms and conditions for the supply of goods	means the terms and conditions, which will apply to you ordering goods using the Site;
Site	has the meaning given to it in clause 1.1;
Terms	means these terms and conditions of use as updated from time to time under clause 12;
Unwanted Submission	has the meaning given to it in clause 6.1;
we	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, 1 st Floor, Two Rivers Mall Complex of Limuru Road, Nairobi (and us or our shall have the same meaning). References to we, our and us in these Terms also includes our group companies from time to time; and

you means the person accessing or using the Site or its Content and **your** shall have the same meaning.

2 Using the Site

- 2.1 The Site is for your use only.
- 2.2 You agree that you are solely responsible for:
 - 2.2.1 all costs and expenses you may incur in relation to your use of the Site; and
 - 2.2.2 keeping your password and other account details confidential.
- 2.3 The Site is intended for use only by those who can access it from within Kenya. If you choose to access the Site from locations outside Kenya, you are responsible for compliance with local laws where they are applicable.
- 2.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at info@tworivers.co.ke.
- 2.5 As a condition of your use of the Site, you agree to comply with our Acceptable use policy and our Online terms and conditions for the supply of goods, where applicable.
- 2.6 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3 Your privacy and personal information

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2 Our privacy policy is available on the Site.

4 Ownership, use and intellectual property rights

- 4.1 The Site and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all our rights in any intellectual property in connection with these Terms.
- 4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 4.3 Trademarks: The Two Rivers name and logo are our trademarks and all logos and names of the respective outlets hosted on the Site are trademarks of the respective outlets. Other

trademarks and trade names may also be used on the Site. The use of any trademarks on the Site is strictly prohibited unless you have our prior written permission.

5 Software

5.1 The Two Rivers Mobile Application Platform may be made available for you to download in order to help the Site work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software. You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be allowed to download the software. You should read any terms and conditions carefully to protect your own interests.

5.2 All such software is solely for your personal use in a non-commercial manner.

5.3 Using the software in an unlawful way such as reproducing, reverse engineering or redistributing it in a way that breaches these Terms and any others that apply to it is expressly prohibited and may result in civil and criminal penalties.

6 Submitting information to the Site

6.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable (**Unwanted Submissions**). While we value your feedback, you agree not to submit any Unwanted Submissions.

6.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis. Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

7 Accuracy of information and availability of the Site

7.1 While we try to make sure that the Site is accurate and up to date, we cannot promise that it will be and cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.

7.2 We may suspend or terminate operation of the Site at any time as we deem fit.

7.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

7.4 While we work to ensuring that the Site is available for your use with minimal to no downtime, we do not promise that the Site will always be available.

8 Hyperlinks and third-party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party

website does not mean that we endorse that third party's website, products or services. Your use of a third-party site shall be governed by the terms and conditions of that third party site.

9 Limitation on our liability

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

9.1.1 losses that:

- (a) were not foreseeable to you and us when these Terms were formed; or
- (b) that were not caused by any breach on our part;

9.1.2 business losses; and

9.1.3 losses to non-consumers.

10 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, epidemics, government directives, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

11 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms. The App Store is however a third-party beneficiary of these Terms and has the right to enforce these Terms against you as it relates to your use of our Site through their platform. You must adhere to their terms of service when using this Site.

12 Variation

These Terms are dated 22nd April 2020. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 12. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

13 Disputes

13.1 We will try to resolve any disputes with you quickly and efficiently.

13.2 If you are unhappy with us please contact us as soon as possible.

13.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

13.3.1 let you know that we cannot settle the dispute with you; and

13.3.2 give you certain information about our alternative dispute resolution provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us.

- 13.4 Please note that the decision arising from such alternative dispute resolution process relied on shall be final.
- 13.5 Relevant Kenyan law will apply to these Terms.