

## OLIVE TREE MEDIA LIMITED

### TERMS OF USE

Welcome to the web site ("**Site**") of Olive Tree Media Limited ("**OTM**", "**we**", "**us**" and/or "**our**") which has been created to provide information about OTM and its online self-service platform (together with the Site, the "**Service(s)**"). By opting in to or participating in any of our Services, you accept and agree to these terms of use ("**Terms**").

#### **Account Registration and Information**

In order to access and use the Service, you must register an account ("**Account**") on our Site. You must provide and maintain accurate, current, and complete information ("**Account Information**") that includes names, usernames, passwords, email addresses, phone number and billing information. By registering, you warrant and covenant that you have the legal capacity (including, where applicable, legal age, statutory authority and permissions) to conduct your business purposes and to enter into contract for the use of the Services.

Upon registration and subject to these Terms, OTM hereby grants you a non-exclusive and non-transferable right to use the Service solely for your own internal business purposes.

OTM may provide you with notices via appropriate medium through the Service portal, or by electronic mail to your email address on record in your Account. You are responsible for ensuring that your contact information is both current and accurate throughout the duration of your use of the Service.

#### **Use of the Service and Restrictions**

You may use your Account and the Service only for lawful purposes and in accordance with these Terms.

You are responsible for maintaining the confidentiality of your Account credentials. You agree to immediately notify us of any suspected or actual unauthorized use of your Account. You agree that you are responsible and liable for all uses of the Service under your Account, including without limitation, compliance with all applicable laws, and regulations, and third-party terms. You further agree that OTM will not be liable for any cost, loss, damages, or expenses arising out of a failure by you to maintain the security of your Account and or credentials.

By using the Service, you acknowledge that you are exclusively responsible for your User Content including being responsible to control the timing and distribution of any telephonic or electronic communications made or initiated to any person or entity in connection with your use of the Service and any such communications are made or initiated only as a result of your actions and or directions. Further, you warrant that all telephonic or electronic communications made or initiated in connection with your use of the Service comply with all applicable Kenyan laws and regulations, including (without limitation) the Consumer Protection Act No.46 of 2012 and the Data Protection Act No.24 of 2019. "**User Content**" includes (without limitation) any hyperlink, data, information or material originated by you that you transmit through the Service to your business customers or users. We have no liability under these Terms for any activities in violation of the foregoing.

#### **Fees**

Our Services may only be accessed and used after payment of applicable fees ("**Fees**") as advised by OTM from time to time. All Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are solely responsible for payment of all such taxes, levies, or duties.

## **Termination or Suspension of your Account**

OTM reserves the right to terminate or suspend your Account and/or our Services to you at any time and for any reason upon notice to you. We will not be liable to refund or reimburse you in any way whatsoever for terminating or suspending your Account for cause, including (without limitation) for a violation of these Terms, misuse, spamming or violation of applicable laws or regulations.

You may also terminate or cancel your Account or, on request, have your Account archived or deactivated at any time. You expressly acknowledge that by terminating or cancelling your Account, your User Content (if any) and Account will be deleted. You shall bear the responsibility of any loss of capabilities of your Account and OTM shall not accept any liability for any resultant loss.

If you do not log in to your Account or have any active account for twelve (12) or more months, we reserve the right to designate your Account as "inactive" and delete the Account and/or all the data associated with it. All sections of these Terms which by their nature should survive termination will survive, including without limitation, accrued rights to payment, use restrictions, indemnity obligations, warranty disclaimers and limitations of liability.

## **Security**

We have implemented and maintain physical, technical, and administrative security measures designed to protect the Service and User Content from unauthorized access, destruction, use, modification, or disclosure.

## **Your User Content**

You retain ownership of your User Content, including User Content from your accounts with third party services that passes through the Service. By transmitting User Content through the Service, you hereby acknowledge that you shall be solely responsible for the accuracy, quality, content, and legality of User Content, and any actions triggered by User Content. You represent and warrant that you have obtained all necessary rights, releases, and permissions to transmit User Content for your business purposes through the Service and for any actions triggered by User Content on the Service, and that the transmission, processing, storage, and use of the User Content through your Account will not violate any laws or regulations, these Terms, or the terms of any applicable third party service.

## **Integrations with Third Party Services.**

**"Third Party Services"** means supported third-party sites or products which are integrated to allow you to access or use your Account. The Service may contain links to and integrations with Third Party Services. OTM provides such links and integrations solely as a convenience, has no responsibility for the content or availability of such Third-Party Services, and does not endorse such Third-Party Services (or any products or other services associated therewith). Access to any Third-Party Services linked to the Service is at your own risk, and OTM is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made by, on, or through such Third-Party Services. Your use of any Third-Party Services is subject to the terms applicable to such Third-Party Service.

The Service may also enable you to append hyperlinks to any telephonic or electronic communications made or initiated by you to any person or entity in connection with your use of the Service. You may not post a link that directs users to any harmful content or information or that would constitute a violation of these Terms or any terms applicable to any Third-Party Service.

## **Proprietary Rights**

The Service is made available on a limited access basis, and no ownership rights to the Service are being conveyed to you. We retain all right, title, and interest, including all intellectual property rights, in and to the Service, including all modifications, updates, upgrades, extensions, components, and all derivative works to the Service.

Nothing in these Terms shall be construed as granting to you any license or right to use any OTM trademark without the applicable prior written consent of OTM.

By using the Service, you hereby grant us the right to identify you as a customer of OTM and to use your logos and/or trademarks for that purpose.

## **Enforcement**

We reserve the right, but do not undertake the obligation, to monitor the Service, investigate, and take appropriate action against any party that uses the Service in violation of applicable law or these Terms, including but not limited to the right, where applicable, to remove or delete any User Content. We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable, but if we solely determine that your actions could endanger the operation of the Service or other users, we may suspend your access or Account immediately without notice and we shall have no liability to you.

## **Disclaimer**

The Service is provided strictly on an "as is" and "as available" basis, and OTM makes no warranty that the Service is complete, suitable for your purpose, reliable, useful, or accurate. OTM hereby expressly disclaims any and all implied, statutory, or other warranties with respect to the Service including, without limitation, the availability or fitness for purpose of the same. The entire risk as to results obtained through use of the Service rests with you. OTM will not be liable or responsible in any way for any losses or damage of any kind incurred as a result of the use of or reliance on the Service.

## **Your Indemnification Obligations**

YOU HEREBY IRREVOCABLY AGREE TO INDEMNIFY, DEFEND, AND HOLD OTM, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COSTS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO ANY CLAIM ARISING FROM OR RELATED TO (A) YOUR USE OF THE SERVICE, (B) YOUR BREACH OR ALLEGED BREACH OF THESE TERMS AND/OR (C) YOUR USER CONTENT.

## **Modification of Terms**

OTM may revise these Terms from time to time by posting a modified version of the Terms including their effective date on the Site. By continuing to access or use the Service after the posting of any modified Terms, you agree to be bound by such modified Terms.

Dated: 1<sup>st</sup> October 2023