

**TERMS AND CONDITIONS AND DATA PRIVACY GUIDELINES
FOR USE OF**

TRADEPOINT APPLICATION

I. INTRODUCTION

- 1.1. The Tradepoint Application (hereinafter referred to as 'Application') connects purchasers to vendors and acts as an access point for both parties to conduct transactions. Therefore, the Application is not only a platform that allows vendors and buyers to meet but also to allow both parties to conduct transactions safely;
- 1.2. The general terms and conditions shall apply to vendors and purchasers on the platform and shall govern the use of the Application and related services;
- 1.3. If You use our platform during a business or other organizational project, then by doing so you confirmed that you have obtained the necessary authority to agree to these general terms and conditions and hence bind both yourself and the person, company or other legal entity that operates that business or organization and conditions.

2. PERSONAL INFORMATION

- 2.1. The Application will require the submission of Personal Information when registering and posting content on the platform. The personal information required may be;
 - Name
 - Credit or Debit Card Information
 - Age Gender
 - Postal Address
 - Email Address
 - Phone Number
 - Other Demographic or Location Information
- 2.2. Personal Information may also be collected, or your IP Address logged when you login into our Application. Your IP information allows us to understand how you use our Application and enables us to make changes to our Application in order to improve your experience. Information regarding your computer/phone, your connection to our Application such as your browser type, operating system and platform and your user history including but not limited to your session information, page errors and the length of your visits to specific sites within our Application may also be collected.

3. THE DATA WE COLLECT ABOUT YOU

- 3.1. We collect your personal data in order to provide and continually improve our products and services.
- 3.2. We may collect, use, store and transfer the following different kinds of personal data about you:

- 3.2.1. Information you provide to us: We receive and store the information you provide to us including your identity data, contact data, delivery address and financial data.
- 3.2.2. Information on your use of our website and/or mobile applications: We automatically collect and store certain types of information regarding your use of the Tradepoint marketplace including information about your searches, views, downloads, uploads, purchases and sales.
- 3.2.3. When you download or use apps created by us or our subsidiaries, we may receive information about your location and your mobile device, including a unique identifier for your device. We may use this information to provide you with location-based services, such as advertising, search results, and other personalized content.

4. REGISTRATION

The registration will be completed by clicking 'JOIN', 'CONTINUE', 'SIGN UP' OR 'SIGN IN'. By clicking on the options above the registration form will be completed and submitted.

5. CONTRACTUAL RELATIONSHIP

- 5.1. The contractual relationship is established by clicking 'JOIN', 'JOIN NOW', 'CONTINUE', 'SIGN UP', 'SIGN IN' or similar, registering, accessing, or using our services (described below), you are agreeing to enter a legally binding contract with Tradepoint (even if you are using our Services on behalf of a company).
- 5.2. If you do not agree to this contract ("Contract" or "User Agreement"), do not click "Join Now" (or similar) and do not access or otherwise use any of our Services. These Terms of Use ("Terms") govern the access or use by you, an individual, from within any country in the world of applications, websites, content, products, and services (the "Services").

6. SETTING UP USER ACCOUNTS.

- 6.1. We allow users to set up personal accounts on our application or to participate in our online services.
- 6.2. You can edit the information you provide at any time and may delete your account at your convenience.
- 6.3. Unless we are required to respond to court orders or comply with Kenyan Law or any other law applicable, we will use our best efforts to ensure that unauthorized third parties do not access your user account information.
- 6.4. You are responsible for ensuring that all Personal Information you provide on the website is maintained and kept current.

- 6.5. In addition, the User may “opt-in” to receive newsletters, promotional offers and other useful information from us.

7. RETENTION OF INFORMATION

- 7.1. We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements.
- 7.2. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.
- 7.3. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, the need to comply with our internal policy and the applicable legal, regulatory, tax, accounting, or other requirements.
- 7.4. Anonymized information that can no longer be associated with you may be held indefinitely.

8. DISCLOSURE OF INFORMATION

- 8.1. It is our policy not to disclose, sell or rent your Personal Information to any individual, business, government entity or outside parties except:
 - a. to provide products or services you've requested through us;
 - b. in response to a validly issued court order, or other legal processes;
 - c. when necessary, to establish or exercise our legal rights or defend against legal action; or
 - d. where you request us to do so. From time to time, we may use return email addresses to answer the email we receive from you. Such addresses are not used for any other purpose.
- 8.2. We collect and use IP addresses to analyse trends, administer the site, track user movement, and gather broad demographic information for reporting and sponsorship purposes. From time to time, we may use this information to better design our website and to share with select advertising partners, sponsors, and/or affiliates however IP addresses are not linked to Personal Information.

9. WITH WHOM WE SHARE YOUR PERSONAL DATA

9.1. We share information with third parties that help us operate, provide, improve, integrate, customize, support, and market our Service. We may share some sets of personal data, in particular, for purposes and with parties indicated in Section 8 of this Privacy Policy. The types of third parties we share information with include, in particular

9.1.1. **Service providers;** We share personal data with third parties that we hire to provide services or perform business functions on our behalf, based on our instructions. We may share your personal information with the following types of service providers:

- cloud storage providers
- payment processing service providers
- delivery service providers
- data analytics providers
- marketing partners (in particular, social media networks, marketing agencies, email delivery services; such as Facebook, Google, etc)

9.1.2. **Law enforcement agencies and other public authorities** We may use and disclose personal data to enforce our terms of use to protect our rights, privacy, safety, or property, and/or that of our affiliates, you or others, and to respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, or in other cases provided for by law.

10. TERMINATION OF CLAUSES

10.1. The user account can be terminated at any time through the account management page. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

10.2. We further reserve the right to suspend or terminate your account, or your access to the Service, with or without notice to you, in the event that you breach these Terms.

11. ENCRYPTION.

11.1. All user account pages are protected with secure socket layer ("SSL") encryption. All user accounts must be accessed with usernames and passwords. You are advised not to share your username and password with any other person.

11.2. the User is further under obligation to notify Us of any unauthorized or unaccounted or suspected unauthorized use of the account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

12. INDEMNIFICATION

- 12.1. You hereby indemnify us, and undertake to keep us indemnified, against:
- a. any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to any third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our marketplace or any breach by you of any provision of these general terms and conditions or the TradePoint codes, policies or guidelines; and
 - b. any VAT liability or other tax liability that we may incur in relation to any sale, supply or purchase made through our marketplace, where that liability arises out of your failure to pay, withhold, declare or register to pay any VAT or other tax properly due in any jurisdiction.

13. OUR USE OF COOKIES AND OTHER TECHNOLOGIES.

- 13.1. We use technologies like cookies and pixel tags to provide, improve, protect and promote.
- 13.2. Cookies are electronic identifiers that are transferred automatically to your computer /phone through your browser that allow our computers to save certain information you provide us and store information about you so we can recognize you when you visit our website in the future. This allows you to avoid logging in more than once, which saves time and create a customized website/app that fits your needs.
- 13.3. Cookies also allow us to distinguish you from other users of our website and mobile applications, which helps us to provide you with an enhanced browsing experience. For example, we use cookies for the following purposes:
- 13.3.1. Recognizing and counting the number of visitors and assessing how visitors move around the site when they are using it (this helps us to improve the way our website/app works, for example by ensuring that users can find what they are looking for).
 - 13.3.2. Identifying your preferences and subscriptions e.g. language settings, saved items, items stored in your basket and Prime/Premium membership; and
 - 13.3.3. Sending you newsletters and commercial/advertising messages tailored to your interests.
- 13.4. Our approved third parties may also set cookies when you use our marketplace. Third parties include search engines, providers of measurement and analytics services, social media networks and advertising companies.

- 13.5. You may, at any time, disable or refuse to accept cookies by changing the preferences or settings on your web browser. If you choose to disable cookies, you will still be able to use our website. However, you will not be able to fully take advantage of certain automation and other functionality features available

14. JURISDICTION AND RESTRICTION

- 14.1 The website/app is a property of Tradeintech Point Limited. It contains information on TradePoint Application and its other entities including the Company. The Company controls and maintains the App from Kenya. The materials and information contained in the App all relate to Kenya ONLY.
- 14.2 Furthermore these terms and conditions are governed by and construed in accordance with the Laws of Kenya and any dispute relating thereof shall be subject to the non-exclusive jurisdiction of the courts of Kenya.
- 14.3 In case of any disputes arising they may refer such a dispute to an Arbitrator or a Mediator that shall be appointed by the Law Society of Kenya Chairman. The Arbitration or Mediation procedures shall be governed by the Governing Laws of Kenya.

15. COPYRIGHT AND TRADEMARKS

- 15.1. Subject to the express provisions of these general terms and conditions:
 - a. we, together with our licensors, own and control all the copyright and other intellectual property rights in our website/app and the material on our website; and
 - b. all the copyright and other intellectual property rights in our website and the material on our website are reserved.
- 15.2. Tradeintech Point Limited's logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.
- 15.3. The third party registered and unregistered trademarks or service marks on our website are the property of their respective owners and we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

16. YOUR LEGAL RIGHTS

- 16.1. It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.
- 16.2. Under certain circumstances, you have rights under data protection laws in relation to your personal data, including the right to access, correct or erase

your personal data, object to or restrict processing of your personal data, and unsubscribe from our emails and newsletters.

17. DATA PRIVACY

Sellers shall be directly responsible to buyers for any misuse of their personal data and TradePoint shall bear no liability to buyers in respect of any misuse by sellers of their personal data.

18. HOW WE SHARE YOUR PERSONAL DATA

18.1. We may need to share your personal data with third parties for the following purposes:

18.1.1. Sale of products and services: In order to deliver your products and services purchased on our marketplace from third parties, we may be required to provide your personal data to such third parties.

18.1.2. Working with third party service providers: We engage third parties to perform certain functions on our behalf. Examples include fulfilling orders for products or services, delivering packages, analyzing data, providing marketing assistance, processing payments, transmitting content, assessing and managing credit risk, and providing customer service.

18.1.3. Business transfers: As we continue to develop our business, we might sell or buy other businesses or services. In such transactions, customer information may be transferred together with other business assets.

18.1.4. Detecting fraud and abuse: We release account and other personal data to other companies and organizations for fraud protection and credit risk reduction, and to comply with the law.

18.2. When we share your personal data with third parties we:

18.2.1. require them to agree to use your data in accordance with the terms of this Privacy and Cookie Notice, our Privacy Policy and in accordance with the law; and

18.2.2. only permit them to process your personal data for specified purposes and in accordance with our instructions. We do not allow our third-party service providers to use your personal data for their own purposes.

19. THIRD-PARTY WEBSITES.

19.1. Although this policy applies to all information obtained by you for the purpose of accessing or using content controlled and owned by us. It does not apply to businesses or entities that are not owned or controlled by us. The application contains links to other third-party websites. Please be aware that we do not claim any responsibility for the privacy practices of these third-party sites. Just

remember their use of your information will be governed by their privacy policies and terms. We encourage you to be aware when you leave our site and to take reasonable precautions when sharing your personally identifiable information on third party websites.