

## Website Conditions of Use

Effective Date: May 2020

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### 1. Introduction

Any use by you of the website <http://www.kensta.com/> ("Site") is conditional upon your acceptance of these Site Conditions of Use, including our Privacy Policy (collectively "Conditions of Use"). We reserve the right to amend these Conditions of Use from time to time without notice and at our discretion. It is your responsibility to review this page periodically for updates, which shall come into effect when posted. Your continued use of the Site constitutes acceptance of these Conditions of Use. We reserve the right to change, modify, suspend, or discontinue any portion, features, or content of the Site at any time. The site is operated by Kensta Group for and on behalf of its subsidiaries: Transpaper, Express Automation, Vivid Printing Equipment Solutions, Zenith Rubber Rollers and Quantumfig and present in Kenya, Uganda, Tanzania, Rwanda, and Zambia ("Us" and "We") (registered address 4<sup>th</sup> Floor, Delta Corner Annex, Westlands, Nairobi, Kenya).

**IF YOU DO NOT ACCEPT THESE CONDITIONS OF USE IN THEIR ENTIRETY PLEASE LEAVE THE SITE NOW.**

### 2. Rights

All rights in all material and content (including, but not limited to, text, images, web pages, sounds, software (including code, interface, and Site structure), and video, and the look and feel, design, and compilation thereof) on the Site are owned by us. You agree that you are permitted to use this material and/or content only as set forth in and to the extent permitted by these Conditions of Use.

### 3. Intellectual Property

Unless otherwise indicated, we are the owner and/or authorized user of all trademarks, service marks, design marks, trade dress, patents, copyrights, database rights and other intellectual property (collectively, the "Intellectual Property") appearing on or contained within the Site. Except as provided in these Conditions of Use, your use of the Site does not grant you any right, title, interest, or license to any such Intellectual Property you may access on the Site. Except as provided in these Conditions of Use, any use or reproduction of the Intellectual Property is prohibited.

### 4. Restrictions on Use

Except as expressly authorized by law, by us, or by the applicable licensor in writing, you are not entitled to reproduce, transmit, license, sell, publicly perform, distribute, adapt, translate, modify, bundle, merge, share, or otherwise make available to any person, or to create derivative works of, any or all of the materials or content available on the Site, or to use it for commercial purposes.

### 5. Conditions of Use of the Site

You are expressly and emphatically restricted from all of the following: publishing any Site material in any media; selling, sublicensing and/or otherwise commercializing any Site material; publicly performing and/or showing any Site material; using this Site in any way that is, or may be, damaging to this Site; using this Site in any way that impacts user access to this Site; using this Site contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Site, or to any person or business entity; engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Site, or while using this Site; and using this Site to engage in any advertising or marketing. This list only serves to provide examples and is not meant to be an exhaustive list of the type of unacceptable uses of the Site that may result in the restriction, suspension, or termination of your use of the Site. You hereby agree

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to comply with all local rules regarding online conduct and acceptable content and further to comply with any applicable rules regarding the export of any data from any country.

**6. No Liability**

To the maximum extent permitted by law, we will accept no liability in any event including (without limitation) for negligence, and/or for any damages or loss of any kind, including (without limitation) direct, indirect, incidental, special or consequential damages, expenses or losses that may result to you or a third party arising out of, or in connection with, our use or inability to use the Site, or your downloading of any material from the Site or any error, omission, defect, computer virus( including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property, or system failure), loss of any profit, goodwill or reputation, even if expressly advised of the possibility of such loss or damages, arising out of or in connection with the access of, use of, performance of, browsing in, or linking to other sites from the Site or the material on such websites; any action based on the content of this Site or any use or application of the same or any error or omission relating to the transmission of the content of these Sites. We shall not be held liable for the quality of service, any interruptions, malfunctions or disruptions from your internet service provider, telecommunications provider or any other third party.

**7. No Warranty**

The site is provided "as is," and your use thereof is at your own risk. We and our officers, directors, employees, agents and assigns disclaim, to the fullest extent permitted by law, any and all express and implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, performance, title, and non-infringement. We do not warrant that the site will be free from viruses, available, accessible, error-free, uninterrupted, or that the contents will be accurate. Although we take reasonable steps to secure the site, you acknowledge that the internet is not a completely secure medium and we make no warranties, express or implied, that any information or materials you post on or transmit through the site will be safe from unauthorized access or use. If you are dissatisfied with the site, your sole remedy is and shall be to discontinue using the site.

**8. Third party goods and services**

Where we provide hypertext links to third party internet web sites, such links are provided for your information and convenience and the inclusion of any link it is not an endorsement by us in any way of any products or services in such web sites. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of such web sites or for any loss or damage, however arising, suffered as a result of their use. We have not verified the truth or accuracy of any content of such web sites. This Site may also contain some material provided by third parties and we accept no responsibility or liability for the accuracy of such material. No third party is permitted to link any other web site to this Site without obtaining our prior written consent.

**9. Indemnity**

You agree to indemnify and absolve us against any law suits, losses, charges, damages, liabilities, expenses (including legal fees), fees or claims (including claims by third parties) that the we may suffer, incur or that may otherwise result as a consequence of your breach of these Conditions of Use or as a result of any reliance by us on any instructions or information issued by yourself or purported to be issued by yourself and/or on your behalf.

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**10. Restriction, Suspension and Termination**

We may restrict, suspend, or terminate your access to the Site and/or your ability to avail of any of the services on the Site, including interactive services, at any time if we believe that you have breached these Conditions of Use. Any such restriction, suspension, or termination will be without prejudice to any rights that we may have against you in respect of your breach of these Conditions of Use. We may also remove the Site as a whole or any sections or features of the Site at any time.

**11. Data Protection**

It may be necessary for us to transfer, process and store data (including personal information) received through the Site. YOU HEREBY ACKNOWLEDGE AND CONSENT to Our (a) transfer, storage, and processing of such data; and (b) use of such data for our own internal purposes, for the performance of these Conditions of Use and as allowed or required by law. You acknowledge and agree that we do not monitor and shall have no liability or responsibility for the content of any information transmitted via the Site.

**12. Entire Agreement**

These Conditions of Use constitute the entire agreement between you and us in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements, and understandings of any sort whatsoever between us.

**13. Severability**

In the event any provision of these Conditions of Use are held by a court of competent jurisdiction to be invalid, void or unenforceable, such offending provision(s) shall be stricken and the remainder of the Conditions of Use shall remain legal, valid and binding.

**14. Law and Jurisdiction**

These Conditions of Use and any matter relating to the Site, shall be governed by the laws of Kenya without regard to its conflict of laws rules. Any legal proceedings arising out of or relating to these Conditions of Use that is against or relating to Us or any indemnified party will be subject to the exclusive jurisdiction of the courts of Kenya and you hereby irrevocably consent to the jurisdiction of such courts.