

SOLUTECH INNOVATIONS TERMS & CONDITIONS

- Section 1. Scope And Applicability
- Section 2. Intellectual Property Rights
- Section 3. Conditions of Use
- Section 4. Guidelines For Reviews
- Section 5. Solutech Innovations License
- Section 6. Submissions
- Section 7. Third-Parties and Content
- Section 8. Advertisers
- Section 9. Solutech Innovations Management
- Section 10. Confidential Information and Data Protection
- Section 11. Copyright Infringements
- Section 12. Termination and Suspension
- Section 13. Modifications
- Section 14. Corrections
- Section 15. Governing Law
- Section 16. Dispute Resolution
- Section 17. Disclaimer
- Section 18. Limitations of Liability
- Section 19. Indemnification
- Section 20. Miscellaneous
- Section 21. Contacting us

Section 1. Scope And Applicability

These Terms and Conditions ("TCs") between You ("Client") and Solutech Limited ("Solutech") constitute a legally binding agreement between the Client's access to and use of DukaSoft, Solutech Sales Automation Tool, KaziTime, Kodie, Solutech websites, as well as any other Solutech product (collectively, "Solutech Innovations").

You agree that by accessing Solutech Innovations, you have read, understood, and agree to be bound by all of these TCs. If you do not agree with all of these TCs, then you are expressly prohibited from using Solutech Innovations and you must discontinue use immediately.

Supplemental TCs or documents that may be posted on Solutech Innovations from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these TCs at any time and for any reason.

We will alert you about any changes by updating the “Last Modified” date of these TCs, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these TCs to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised TCs by your continued use of Solutech Innovations after the date such revised TCs are posted.

The information provided on Solutech Innovations is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access Solutech Innovations from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Solutech Innovations is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for Solutech Innovations.

Section 2. Intellectual Property Rights

Unless otherwise indicated, Solutech Innovations is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on Solutech Innovations (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Republic of Kenya, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on Solutech Innovations “AS IS” for your information and personal use only. Except as expressly provided in these TCs, no part of Solutech Innovations and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use Solutech Innovations, you are granted a limited license to access and use Solutech Innovations and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to Solutech Innovations, the Content and the Marks.

Section 3. Conditions of Use

3.1 User Representations

By using Solutech Innovations, you represent and warrant that:

- 1) all registration information you submit will be true, accurate, current, and complete;
- 2) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- 3) you have the legal capacity and you agree to comply with these TCs;
- 4) you are not under the age of 18;
- 5) not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use Solutech Innovations;
- 6) you will not access Solutech Innovations through automated or non-human means, whether through a bot, script, or otherwise;
- 7) you will not use Solutech Innovations for any illegal or unauthorized purpose;
- 8) your use of Solutech Innovations will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of Solutech Innovations (or any portion thereof).

You may be required to register with Solutech Innovations. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

3.2 Additional Conditions of Usage

You may not access or use Solutech Innovations for any purpose other than that for which we make Solutech Innovations available. Solutech Innovations may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of Solutech Innovations, you agree not to:

- 1) systematically retrieve data or other content from Solutech Innovations to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 2) make any unauthorized use of Solutech Innovations, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- 3) use a buying agent or purchasing agent to make purchases on Solutech Innovations.
- 4) use Solutech Innovations to advertise or offer to sell goods and services.
- 5) circumvent, disable, or otherwise interfere with security-related features of Solutech Innovations, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of Solutech Innovations and/or the Content contained therein.
- 6) engage in unauthorized framing of or linking to Solutech Innovations.
- 7) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- 8) make improper use of our support services or submit false reports of abuse or misconduct.

- 9) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 10) interfere with, disrupt, or create an undue burden on Solutech Innovations or the networks or services connected to Solutech Innovations.
- 11) attempt to impersonate another user or person or use the username of another user.
- 12) sell or otherwise transfer your profile.
- 13) use any information obtained from Solutech Innovations in order to harass, abuse, or harm another person.
- 14) use Solutech Innovations as part of any effort to compete with us or otherwise use Solutech Innovations and/or the Content for any revenue-generating endeavor or commercial enterprise.
- 15) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of Solutech Innovations.
- 16) attempt to bypass any measures of Solutech Innovations designed to prevent or restrict access to Solutech Innovations, or any portion of Solutech Innovations.
- 17) harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of Solutech Innovations to you.
- 18) delete the copyright or other proprietary rights notice from any Content.
- 19) copy or adapt Solutech Innovations or other code.
- 20) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of Solutech Innovations or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of Solutech Innovations.
- 21) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1 × 1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- 22) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses Solutech Innovations, or using or launching any unauthorized script or other software.
- 23) disparage, tarnish, or otherwise harm, in our opinion, us and/or Solutech Innovations.
- 24) use Solutech Innovations in a manner inconsistent with any applicable laws or regulations.

Section 4. Guidelines For Reviews

We may provide you areas on Solutech Innovations to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- 1) you should have firsthand experience with the person/entity being reviewed;

- 2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
- 3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- 4) your reviews should not contain references to illegal activity;
- 5) you should not be affiliated with competitors if posting negative reviews;
- 6) you should not make any conclusions as to the legality of conduct;
- 7) you may not post any false or misleading statements;
- 8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

Section 5. Solutech Innovations License

5.1 User License

If you access Solutech Innovations via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the TCs of this mobile application license contained in these TCs.

You shall not:

- 1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;
- 2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application;
- 3) violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- 4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- 5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
- 6) make the application available over a network or other environmental permitting access or use by multiple devices or users at the same time;

- 7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- 8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail;
- 9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

5.1.1 Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play Store (each an "App Distributor") to access Solutech Innovations:

- 1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;
- 2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the TCs of this mobile application license contained in these TCs or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
- 3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
- 4) you represent and warrant that
 - a. you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and
 - b. you are not listed on any U.S. government list of prohibited or restricted parties;
- 5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application;
- 6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the TCs in this mobile application license contained in these TCs, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the TCs in this mobile application license contained in these TCs against you as a third-party beneficiary thereof.

Section 6. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding Solutech Innovations ("Submissions") provided by you to us are

non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Section 7. Third-Parties and Content

Solutech Innovations may contain (or you may be sent via Solutech Innovations) links to other software ("Third-Party Software") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Software and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Software accessed through Solutech Innovations or any Third-Party Content posted on, available through, or installed from Solutech Innovations, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Software or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Software or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave Solutech Innovations and access the Third-Party Software or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these TCs no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from Solutech Innovations or relating to any applications you use or install from Solutech Innovations. Any purchases you make through Third-Party Software will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Software and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Software.

Section 8. Advertisers

We allow advertisers to display their advertisements and other information in certain areas of Solutech Innovations, such as sidebar advertisements or banner advertisements. If you are an

advertiser, you shall take full responsibility for any advertisements you place on Solutech Innovations and any services provided on Solutech Innovations or products sold through those advertisements.

Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on Solutech Innovations, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

Section 9. Solutech Innovations Management

We reserve the right, but not the obligation, to:

- 1) monitor Solutech Innovations for violations of these TCs;
- 2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these TCs, including without limitation, reporting such user to law enforcement authorities;
- 3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- 4) in our sole discretion and without limitation, notice, or liability, to remove from Solutech Innovations or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- 5) otherwise manage Solutech Innovations in a manner designed to protect our rights and property and to facilitate the proper functioning of Solutech Innovations.

Section 10. Confidential Information and Data Protection

We care about data privacy and security. Please review our Privacy Policy. By using Solutech Innovations, you agree to be bound by our Privacy Policy, which is incorporated into these TCs. Please be advised Solutech Innovations is hosted in the Republic of Kenya.

If you access Solutech Innovations from another country in Africa, The United States, European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the Republic of Kenya, then through your continued use of Solutech Innovations, you are transferring your data to the Republic of Kenya, and you expressly consent to have your data transferred to and processed in the Republic of Kenya.

10.1 User Generated Contributions

Solutech Innovations may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on Solutech Innovations, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of Solutech Innovations and through third-party software. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- 1) the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- 2) you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, Solutech Innovations, and other users of Solutech Innovations to use your Contributions in any manner contemplated by Solutech Innovations and these TCs.
- 3) you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by Solutech Innovations and these TCs.
- 4) your Contributions are not false, inaccurate, or misleading.
- 5) your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- 6) your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- 7) your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- 8) your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
- 9) your Contributions do not violate any applicable law, regulation, or rule.
- 10) your Contributions do not violate the privacy or publicity rights of any third party.
- 11) your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
- 12) your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- 13) your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- 14) your Contributions do not otherwise violate, or link to material that violates, any provision of these TCs, or any applicable law or regulation.

Any use of Solutech Innovations in violation of the foregoing violates these TCs and may result in, among other things, termination or suspension of your rights to use Solutech Innovations.

10.2 Contribution License

By posting your Contributions to any part of Solutech Innovations, or making Contributions accessible to Solutech Innovations by linking your account from Solutech Innovations to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-

exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant those moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on Solutech Innovations.

You are solely responsible for your Contributions to Solutech Innovations and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion,

- 1) to edit, redact, or otherwise change any Contributions;
 - 2) to re-categorize any Contributions to place them in more appropriate locations on Solutech Innovations; and
 - 3) to pre-screen or delete any Contributions at any time and for any reason, without notice.
- We have no obligation to monitor your Contributions.

10.3 Electronic Communications, Transactions, And Signatures

Visiting Solutech Innovations, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on Solutech Innovations, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA SOLUTECH INNOVATIONS.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Section 11. Copyright Infringements

We respect the intellectual property rights of others. If you believe that any material available on or through Solutech Innovations infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by Solutech Innovations infringes your copyright, you should consider first contacting an attorney.

Section 12. Termination and Suspension

These TCs shall remain in full force and effect while you use Solutech Innovations. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TCS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF SOLUTECH INNOVATIONS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TCS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN SOLUTECH INNOVATIONS OR DELETE [YOUR ACCOUNT AND] ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Section 13. Modifications

We reserve the right to change, modify, or remove the contents of Solutech Innovations at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Solutech Innovations. We also reserve the right to modify or discontinue all or part of Solutech Innovations without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of Solutech Innovations.

We cannot guarantee Solutech Innovations will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to Solutech Innovations, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify Solutech Innovations at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use Solutech Innovations during any downtime or discontinuance of Solutech Innovations.

Nothing in these TCs will be construed to obligate us to maintain and support Solutech Innovations or to supply any corrections, updates, or releases in connection therewith.

Section 14. Corrections

There may be information on Solutech Innovations that contains typographical errors, inaccuracies, or omissions that may relate to Solutech Innovations, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on Solutech Innovations at any time, without prior notice.

Section 15. Governing Law

These TCs and your use of Solutech Innovations are governed by and construed in accordance with the Republic of Kenya, applicable to agreements made and to be entirely performed within the Republic of Kenya, without regard to its conflict of law principles.

Section 16. Dispute Resolution

Any dispute arising out of or in connection with this Contract shall first be referred to negotiation between the parties provided that where no agreement is reached between the Parties within fourteen (14) days from the date of notification of the dispute, the same shall be referred to arbitration in accordance with the Arbitration Act of 1995, Laws of Kenya.

The arbitrator shall be agreed upon by the parties (Client and Service Provider), or in default, upon the application of either party, the appointment of an arbitrator shall be done by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitrators.

To the extent permissible by law, the determination of the Arbitrator will be final and binding upon the Parties. For the avoidance of doubt, the parties shall have a right of appeal on points of law.

Notwithstanding the Arbitration provisions, the Parties shall not be precluded from seeking urgent injunctive relief, in which case the Parties submit to the exclusive jurisdiction of the High Court of Kenya.

Section 17. Disclaimer

SOLUTECH INNOVATIONS IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF SOLUTECH INNOVATIONS AND OUR SERVICES WILL BE AT

YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH SOLUTECH INNOVATIONS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF SOLUTECH INNOVATIONS'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO SOLUTECH INNOVATIONS AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF SOLUTECH INNOVATIONS, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM SOLUTECH INNOVATIONS, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH SOLUTECH INNOVATIONS BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA SOLUTECH INNOVATIONS. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH SOLUTECH INNOVATIONS, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Section 18. Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF SOLUTECH INNOVATIONS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 19. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- 1) your Contributions;

- 2) use of Solutech Innovations;
- 3) breach of these TCs;
- 4) any breach of your representations and warranties set forth in these TCs;
- 5) your violation of the rights of a third party, including but not limited to intellectual property rights; or
- 6) any overt harmful act toward any other user of Solutech Innovations with whom you connected via Solutech Innovations.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Section 20. Miscellaneous

These TCs and any policies or operating rules posted by us on Solutech Innovations constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these TCs shall not operate as a waiver of such right or provision.

These TCs operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these TCs is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these TCs and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these TCs or use of Solutech Innovations. You agree that these TCs will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these TCs and the lack of signing by the parties hereto to execute these TCs.

Section 21. Contacting us

If you have any questions about this TCs, the practices of Solutech Innovations, or your dealings with Solutech Innovations, please contact us at:

Solutech Limited

J3 2B, 3rd Floor, One West Park, Off Mpaka Road

Opposite Fedha Plaza

Nairobi, Kenya

Phone: +254 737501944

Email: info@solutech.co.ke