

MKOZI TERMS OF SERVICE

Effective August 1, 2021

What's covered in these terms?

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use Mkozi services, and what we expect from you.

These Terms of Service reflect the way mkozi business works, the laws that apply to our company, and certain things we have always believed to be true. As a result, these Terms of Service help define Mkozi's relationship with you as you interact with our services. For example, these terms include the following topic headings:

- What you can expect from us, which describes how we provide and develop our services
- What we expect from you, which establishes certain rules for using our services
- Content in Mkozi services, which describes the intellectual property rights to the content you find in our services — whether that content belongs to you, Mkozi, or others
- In case of problems or disagreements, which describes other legal rights you have, and what to expect in case someone violates these terms

Understanding these terms is important because, by using our services, you're agreeing to these terms.

Service provider

Mkozi services are provided by, and you're contracting with:

Mkozi partners

organized under the laws of, and operating under the laws of the Uganda.

Age requirements

If you're under the of 18, you must have your parent or legal guardian's permission to use the mkozi platforms. Please have your parent or legal guardian read these terms with you.

If you're a parent or legal guardian, and you allow your child to use the services, then these terms apply to you and you're responsible for your child's activity on the services.

Your relationship with Mkozi.

These terms help define the relationship between you and Mkozi. Broadly speaking, we give you permission to use our services if you agree to follow these terms, which reflect how mkozi's business works and how we make money. When we speak of "Mkozi," "we," "us," and "our," we mean Mkozi partners and its affiliates.

What you can expect from us

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

- Shopping
- Laundry
- Car washing
- Dog care
- Compound cleaning
- House cleaning

Improve Mkozi services

We're constantly developing new technologies and features to improve our services. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice except in urgent situations such as preventing abuse, responding to legal requirements, or addressing security and operability issues.

What we expect from you

Follow these terms and service-specific additional terms

The permission we give you to use our services continues as long as you meet your responsibilities in:

- **these terms**
- Service-specific additional terms, which could, for example, include things like additional age requirements

Although we give you permission to use our services, we retain any intellectual property rights we have in the services.

Respect others

Many of our services allow you to interact with others. We want to maintain a respectful environment for everyone, which means you must follow these basic rules of conduct:

- comply with applicable laws, including export control, sanctions, and human trafficking laws
- respect the rights of others, including privacy and intellectual property rights
- don't abuse or harm others or yourself (or threaten or encourage such abuse or harm) — for example, by misleading, defrauding, defaming, bullying, harassing, or stalking others
- don't abuse, harm, interfere with, or disrupt the services

Our service-specific additional terms and policies provide additional details about appropriate conduct that everyone using those services must follow. If you find that others aren't following these rules, please report abuse. If we act on a report of abuse, we also provide a fair process.

Permission to use your content

Some of our services are designed to let you share some of your information so as for us to provide the best possible service to you. You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

License

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content you make, such as reviews you write. Or you may have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide Mkozi with that permission through this license.

What's covered

This license covers your content if that content is protected by intellectual property rights.

What's not covered

- This license doesn't affect your privacy rights — it's only about your intellectual property rights
- This license doesn't cover these types of content:
 - Publicly-available factual information that you provide, such as corrections to the address of a local business. That information doesn't require a license because it's considered common knowledge that everyone's free to use.
 - Feedback that you offer, such as suggestions to improve our services.

Scope

This license is:

- worldwide, which means it's valid anywhere in the world
- non-exclusive, which means you can license your content to others
- royalty-free, which means there are no fees for this license

Rights

This license allows Mkozi to:

- host, reproduce, distribute, communicate, and use your content — for example, to save your content on our systems and make it accessible from anywhere you go
- publish, publicly perform, or publicly display your content, if you've made it visible to others
- modify and create derivative works based on your content, such as reformatting or translating it
- sublicense these rights to:
 - our contractors who've signed agreements with us that are consistent with these terms, only for the limited purposes of providing you with a service.

Purpose

This license is for the limited purpose of:

- **Operating and improving the services**, which means allowing the services to work as designed and creating new features and functionalities. This includes using automated systems and algorithms to analyze your content:
 - for spam, malware, and illegal content
 - to recognize patterns in data, such as determining when to suggest a new task form mkozi.
 - to customize our services for you, such as providing recommendations and personalized packages, content, and ads.

This analysis occurs as the content is sent, received, and when it is stored.

- **Using content you've shared publicly to promote the services.**
- **developing new technologies and services** for Mkozi consistent with these terms

Duration

This license lasts for as long as your content is protected by intellectual property rights.

If you remove from our services any content that's covered by this license, then our systems will stop making that content available in a reasonable amount of time. There are two exceptions:

- If you already shared your content with others before removing it. For example, if you shared a photo with a friend who then made a copy of it, or shared it again.
- If you make your content available through other companies' services, it's possible that search engines, including Google Search, will continue to find and display your content as part of their search results.

Using Mkozi services

Your Mkozi Account

If you meet these age requirements you can create an Mkozi Account for your convenience.

Some services require that you have an Mkozi Account in order to work.

You're responsible for what you do with your Mkozi Account, including taking reasonable steps to keep your Mkozi Account secure.

Using Mkozi services on behalf of an organization

Many organizations, such as businesses, non-profits, and schools, take advantage of our services.

To use our services on behalf of an organization:

- an authorized representative of that organization must agree to these terms
- Your organization's administrator may assign an Mkozi Account to you. That administrator might require you to follow additional rules and may be able to access or disable your Mkozi Account.

Service-related communications

To provide you with our services, we sometimes send you service announcements and other information.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

Content in Mkozi services

Your content

Some of our services give you the opportunity to make your content publicly available.

If you think someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action

Google content

Some of our services include content that belongs to Mkozi — for example, materials carried along to perform tasks. Don't remove, obscure, or alter any of our branding, logos, or legal notices. If you want to use our branding or logos, please contact us on mkoziuganda@gmail.com

In case of problems or disagreements

By law, you have the right to (1) a certain quality of service, and (2) ways to fix problems if things go wrong. These terms don't limit or take away any of those rights. For example, if you're a consumer, then you continue to enjoy all legal rights granted to consumers under applicable law.

Warranty

We provide our services using reasonable skill and care. If we don't meet the quality level described in this warranty, you agree to tell us and we'll work with you to try to resolve the issue.

Disclaimers

The only commitments we make about our services (including the content in the services, the specific functions of our services, or their reliability, availability, or ability to meet your needs) are provided under applicable laws. We don't make any other commitments about our services.

And unless required by law, we don't provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Liabilities

For all users

These terms only limit our responsibilities as allowed by applicable law. Specifically, these terms don't limit Mkozi's liability for death or personal injury, fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.

Other than the rights and responsibilities described in this section (In case of problems or disagreements), Mkozi won't be responsible for any other losses, unless they're caused by our breach of these terms or service-specific additional terms.

For business users and organizations only

If you're a business user or organization, then to the extent allowed by applicable law:

- You'll indemnify Mkozi and its directors, officers, employees, and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to your unlawful use of the services or violation of these terms or service-specific additional terms. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.
- Mkozi won't be responsible for the following liabilities:
 - loss of profits, revenues, business opportunities, goodwill, or anticipated savings
 - indirect or consequential loss
 - punitive damages
- Mkozi's total liability arising out of or relating to these terms is limited to the greater of (1) 500,000ugx or (2) 125% of the fees that you paid to use the relevant services in the 12 months before the breach

If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under these terms. For example, the United Nations enjoys certain immunities from legal obligations and these terms don't override those immunities.

Taking action in case of problems

Before taking action as described below, we'll provide you with advance notice when reasonably possible, describe the reason for our action, and give you an opportunity to fix the problem, unless we reasonably believe that doing so would:

- cause harm or liability to a user, third party, or Mkozi
- violate the law or a legal enforcement authority's order
- compromise an investigation
- compromise the operation, integrity, or security of our services

Removing your content

If we reasonably believe that you (1) breaches these terms, service-specific additional terms or policies, (2) violates applicable law, or (3) could harm our users, third parties, or Mkozi, then we reserve the right to take down some or all of that content in accordance with applicable law.

Suspending or terminating your access to Mkozi services

Mkozi reserves the right to suspend or terminate your access to the services or delete your Mkozi Account if any of these things happen:

- you materially or repeatedly breach these terms, service-specific additional terms or policies
- we're required to do so to comply with a legal requirement or a court order
- we reasonably believe that your conduct causes harm or liability to a user, third party, or Mkozi — for example, by hacking, phishing, harassing, spamming, misleading others, or scraping content that doesn't belong to you

If you believe your Mkozi Account has been suspended or terminated in error, you can appeal.

Of course, you're always free to stop using our services at any time. If you do stop using a service, we'd appreciate knowing why so that we can continue improving our services.

Settling disputes, governing law, and courts

For information about how to contact Mkozi, please visit our mkozi.com

Uganda law will govern all disputes arising out of or relating to these terms, service-specific additional terms, or any related services, regardless of conflict of laws rules. These disputes will be

resolved exclusively in the courts of Uganda, and you and Mkozi consent to personal jurisdiction in those courts.

To the extent that applicable local law prevents certain disputes from being resolved in a Uganda court, then you can file those disputes in your local courts. Likewise, if applicable local law prevents your local court from applying Uganda law to resolve these disputes, then these disputes will be governed by the applicable local laws of your country, state, or other place of residence.

About these terms

By law, you have certain rights that can't be limited by a contract like these terms of service. These terms are in no way intended to restrict those rights.

These terms describe the relationship between you and Mkozi. They don't create any legal rights for other people or organizations, even if others benefit from that relationship under these terms.

We want to make these terms easy to understand, so we've used examples from our services. But not all services mentioned may be available in your country.

If these terms conflict with the service-specific additional terms, the additional terms will govern for that service.

If it turns out that a particular term is not valid or enforceable, this will not affect any other terms.

If you don't follow these terms or the service-specific additional terms, and we don't take action right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

We may update these terms and service-specific additional terms (1) to reflect changes in our services or how we do business — for example, when we add new services, features, technologies, pricing, or benefits (or remove old ones), (2) for legal, regulatory, or security reasons, or (3) to prevent abuse or harm.

If we materially change these terms or service-specific additional terms, we'll provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should remove your content and stop using the services. You can also end your relationship with us at any time by closing your Mkozi Account.