

ISM - AFRIHUB TERMS OF USE

A. Parties.

“You” and “your” refer to you, as a user of the Service.

“user” is someone who accesses or in any way uses the Service.

“We,” “us,” and “our” refer to ISM AFRI-HUB & afriHuB. Throughout these Terms, “you” applies to both individuals and entities that access or use our Services. If you are an individual using our Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Agreement and that by using our Service(s), you are accepting the Agreement on behalf of that entity.

B. Content.

“Content” means text, images, photos, audio, video, and all other forms of data or communication.

“Your Content” means Content that you submit or transmit to, through, or in connection with the Service, such as photos, videos and information.

C. Headings

Any heading, caption or section title contained herein, is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way.

1. Our Purpose

Our services offer our users the ability to easily create beautiful and functional online presence, to manage and promote businesses.

2. Legal Agreement

These ISM AFRI-HUB Terms of Use (“Terms of Use”), set forth the entire terms and conditions applicable to each visitor or user (“User” our “you”) of the ISM AFRI-HUB Website, the ISM AFRI-HUB mobile application (the “ISM AFRI-HUB App”) and/or any other services, applications and features offered by us with respect thereto.

The ISM AFRI-HUB Terms constitute a binding and enforceable legal contract between ISM AFRI-HUB Ltd. (“ISM AFRI-HUB”, “us” or “we”) and you in relation to the use of any ISM AFRI-HUB Services - so please read them carefully.

You may visit and/or use the ISM AFRI-HUB Services and/or the ISM AFRI-HUB App only if you fully agree to the ISM AFRI-HUB Terms - and by using and/or registering to any of the ISM AFRI-HUB Services, you signify and affirm your informed consent to these Terms of Use. If you do not read, fully understand and agree to the ISM AFRI-HUB Terms, you must avoid or discontinue all use of the ISM AFRI-HUB Services.

Your Account use of our Services requires an account, you agree to provide us with complete and accurate information when you register for an account and keep the information current. This is important because sometimes we may need to send you updates (for example, about changes to our Terms of Service or Privacy Policy), or we may want to let you know about

and make informed choices in response to legal inquiries or complaints. You will be solely responsible and liable for any activity that occurs under your account. You are responsible for keeping your account information up-to-date and for keeping your password secure.

You are responsible for maintaining the security of your account and any Service- related website, store, or other content, and you are fully responsible for all activities that occur under your account and any other actions taken in connection with our Services. You shall not share or misuse your access credentials. You must immediately notify us of any unauthorized uses of your account, digital business card, or of any other breach of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. we consider that to be an inquiry about our products and services, which means that we may contact you to share more details about what we have to offer. If you aren't interested in learning more, you can opt out of the marketing communication, via email.

3. Minimum Age Requirements

Our Services are not directed to children. Access to and use of our Services is only for those over the age of 18. If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 18 years of age.

Notwithstanding the above. ISM AFRI-HUB & afriHuB does not contain sexual content, violence and any content that has an age limit on it.

You represent and warrant:

- a. You confirm you own all rights in and to any content uploaded or provided by you, such as, but not limited to, text, photo, video, audio
- b. The User Content is (and will continue to be) true, current, accurate, non-infringing upon any third-party rights.
- c. You have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto.
- d. You fully comply with all applicable laws and any other contractual terms which govern your use of the ISM AFRI-HUB Services including those specific laws applicable to you or your End Users in your locations;
- e. To allow ISM AFRI-HUB to use in perpetuity, worldwide and free of charge, any version of your User Platform (or any part thereof) for any of ISM AFRI-HUB's marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against ISM AFRI-HUB or anyone on its behalf relating to any past, present or future
- f. You agree to ISM AFRI-HUB to collect location data to enable "Distance filter" that filters eCards and messages according the radius from the current location chosen by the user

4. Fees & Payment

The use of Services subject to payment fees, as determined by ISM AFRI-HUB in its sole discretion ("Paid Services" and "Fee(s)", respectively). ISM AFRI-HUB will provide notice of such Fees. you are required to pay all applicable Fees in advance.

ISM AFRI-HUB reserves the right to change its Fees at any time, upon notice to you. If you received a discount or other promotional offer, ISM AFRI-HUB shall have the right to automatically and without notice renew your subscription to such ISM AFRI-HUB Service at the full applicable

All Fees shall be deemed to be in Kenya Shillings, except as specifically stated otherwise in writing by ISM AFRI-HUB. To the extent permitted by law (and unless specified otherwise by ISM AFRI-HUB in writing), all Fees are exclusive of all taxes (including value added tax or any other applicable taxes), levies or duties imposed by taxing authorities ("Taxes"), and you shall be responsible for payment of all applicable Taxes relating to your use of the ISM AFRI-HUB Services, or to any payments or purchases made by you. If ISM AFRI-HUB is obligated to collect or pay Taxes for the Fees payable by you, and whether or not such Taxes were added and collected from you for previous transactions, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the Invoice for such transaction. We recommend that you verify the existence of any additional fees you may be charged by third parties in connection with the purchase of Paid Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). ISM AFRI-HUB is not responsible for any such additional fees or costs.

As part of registering or submitting information to receive Paid Services, you also authorize ISM AFRI-HUB (either directly or through its affiliates, subsidiaries or other third parties) to request and collect payment and service fees (or otherwise charge, refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries ISM AFRI-HUB or its affiliates may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from your payment, credit card or banking account provider (e.g., updated expiry date or card number as may be provided to us by your credit card company).

If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your ISM AFRI-HUB account ("Chargeback"), this will be considered as a breach of your payment obligations hereunder, and your use of the ISM AFRI-HUB Services may be automatically disabled or terminated.

In the event a Chargeback is performed, your User Account may be blocked without the option to re-purchase or re-use it, and any data contained in such User Account, including any domains, applications and Third Party Services may be subject to cancellation.

Your use of the ISM AFRI-HUB Services will not resume until you re-subscribe for any such ISM AFRI-HUB Services, and pay any applicable Fees in full, including any fees and expenses incurred by ISM AFRI-HUB and/or any Third Party Services for each Chargeback received (including Fees for ISM AFRI-HUB Services provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor). We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the User

responsible for such Chargeback did in fact authorize the transaction and make use of the services rendered thereafter.

Invoices

ISM AFRI-HUB and/or its affiliated companies will issue an invoice or credit memo for any payment of Fees or refund made to or by ISM AFRI-HUB ("Invoice"). For the purpose of issuing the Invoice, you may be required to furnish certain Personal Information in order to comply with local laws. Please note that the Invoice presented in your User Account may be inadequate with your local law requirements, and in such case may be used for pro forma purposes only.

5. Cancellation by User

You may discontinue to use and request to cancel your User Account and/or any ISM AFRI-HUB Services at any time, the effective date for cancellation of Paid Services shall be at the end of such Paid Services subscription period. All provisions of the Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

6. Cancellation by ISM AFRI-HUB

Failure to comply with any of the ISM AFRI-HUB Terms and/or to pay any due Fee shall entitle ISM AFRI-HUB to suspend (until full payment is made) or cancel your User Account and User Platform (or certain features thereof), as well as the provision of any related ISM AFRI-HUB Services or Third Party Services to you.

7. Loss of Data, Content and Capacity

If your User Account or any ISM AFRI-HUB Services or Third Party Services related to your User Account are cancelled (whether at your request or at ISM AFRI-HUB's discretion), it may cause or result in the loss of certain content, features, or capacity of your User Account, including any User Content, End User data or other usage data retained therein, and including any domain name reservation or registration that was included in such Services ("Capacity Loss"). ISM AFRI-HUB shall not be liable in any way for such Capacity Loss, or for saving a backup of your User Account, User Content or End User data.

Please also note that additional Fees may apply to re-activation of a User Account and/or any ISM AFRI-HUB Services following their cancellation, as determined by ISM AFRI-HUB in its sole discretion.

8. Advertise

ISM AFRI-HUB platform offer you to advertise your services or goods you are solely responsible for your User Products and E-Commerce related activities, and any promotions and related Content contained or referred to in your User Platform, and compliance with any Kenyan laws applicable thereto. We are merely providing the platform for you to manage your online E-Commerce activities. We are not involved in your relationship and/or any transaction with any actual or potential buyer of your User Products.

You are solely responsible for any and all statements and promises you make and for all assistance, warranty and support regarding the User Products, and shall provide true contact information on your User Platform for any questions, complaints or claims.

You may not offer or sell any User Products, or provide any information, Content or material regarding User Products, which may be deemed hazardous, counterfeit, stolen, fraudulent, offensive or abusive; which are prohibited for sale, distribution or use; or which otherwise fail to comply with any applicable laws, including with respect to consumer rights, intellectual property or privacy rights, product safety, trade regulations and sanctions, support, maintenance and export.

ISM AFRI-HUB may, at any time and at its sole discretion, suspend, disable access to or remove your User Platform and/or any User Products - whether or not incorporated, published with or made a part of your User Platform at such time, without any liability to you or to any End Users, including for any Capacity Loss resulted therefrom.

9. Intellectual Property

The Agreement does not transfer from ISM AFRI-HUB to you any ISM AFRI-HUB or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with ISM AFRI-HUB. Other trademarks, service marks, graphics, and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any ISM AFRI-HUB or third party trademarks.

10. Changes

We reserve the right to change, suspend or terminate any of the ISM AFRI-HUB Services, and/or cancel your access to any of the ISM AFRI-HUB Services including removal of any materials created by you for any reason and/or change any of the ISM AFRI-HUB Terms with or without prior notice - at any time and in any manner.

You agree that ISM AFRI-HUB will not be liable to you or to any third party for any modification, suspension or discontinuance of those ISM AFRI-HUB Services. If any such changes involve the payment of additional Fees, we will provide you with a notice of such Fees prior to enabling such specific changes.

We are constantly updating our Services and that means sometimes we have to change the legal terms under which our Services are offered. These Terms may only be modified by a written amendment signed by an authorized executive of ISM AFRI-HUB, or by the posting by ISM AFRI-HUB of a revised version. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period, or once the changes become effective. Your continued use of our Services will be subject to the new terms.

11. Disclaimer of Warranties

Our Services are provided "as is." ISM AFRI-HUB and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the

warranties of merchantability, fitness for a particular purpose and non- infringement. Neither ISM AFRI-HUB, nor its suppliers and licensors, makes any warranty that our Services will be error free or that their operation will be free of any viruses, bugs or other harmful components or program limitations that access thereto will be continuous or uninterrupted ISM AFRI-HUB may at its sole discretion but however it shall have no obligation to do so, screen, monitor or edit any user Platform and/or User Content, at any time and for any reason, with or without notice. Please note that ISM AFRI-HUB Services are currently offered in their BETA version, and undergoing BETA testing. You understand and agree that ISM AFRI-HUB Services may still contain software bugs, suffer disruptions and not operate as intended or designated. Your use of the ISM AFRI-HUB Services at this BETA stage signifies your agreement to participate in such ISM AFRI-HUB Services' BETA testing.

12. Limitation of Liability

In no event will, ISM AFRI-HUB, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the ISM AFRI-HUB Services; (3) any unauthorized access to or use of our servers and/or any personal information and/or other

information stored therein; (4) any interruption or cessation of transmission to or from the ISM AFRI-HUB Services; (5) the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via the ISM AFRI-HUB Services; (6) events beyond the reasonable control of ISM AFRI-HUB, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of ISM AFRI-HUB Services.

You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for ISM AFRI-HUB's services to you, and such limitations will apply even if ISM AFRI-HUB has been advised of the possibility of such liabilities.

13. Indemnification

You agree to indemnify and hold harmless ISM AFRI-HUB, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: your violation of any term of these Terms of Use or any other ISM AFRI-HUB Terms; your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your digital business card and/or your use of the ISM AFRI-HUB Services and/or any other type of claim that your User Platform and/or User Content caused damage to a third party.