

Terms of Use for the poa! World Wide Web site and poa! portal

The poa! world wide web site (www.poa.co.ke) and poa! portal (a web site provided to users of the poa! Service) (collectively the “**Site**”) are a copyrighted works belonging to Poa Internet Kenya Limited (“**Poa**”). Poa grants you the right to use the Site subject to the terms and conditions (“**Terms of Use**”) set forth below.

BY ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR OTHERWISE USE THE SITE OR THE MATERIALS CONTAINED THEREIN. BY ACCESSING THE SITE, YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE.

PRIVACY

BY ACCESSING THE SITE, YOU AGREE TO OUR PRIVACY POLICY, A COPY OF WHICH IS AVAILABLE THROUGH THE SITE.

LICENSE

Subject to these Terms of Use, Poa grants you a limited, nonexclusive, royalty-free license to view the information, documents, content, and materials contained on the Site (the “**Materials**”). You may print the Materials and make copies thereof only for your personal non-commercial use or the non-commercial internal purposes of your business as it relates to your business’s use of Poa products and/or services. This license is terminable at the sole discretion of Poa.

PROHIBITED ACTIONS.

You may not sell, copy for resale, sublicense, relicense, rent, lease, transfer, assign, host or otherwise distribute the Site or Materials to third parties. Neither the Site nor the Materials may be reproduced, displayed, modified or adapted, reverse engineered, disassembled, distributed or transmitted in any form by any means (including, but not limited to, electronic duplication or transmission) without the prior written permission of Poa except as expressly set forth in these Terms of Use. Any future release, update, or other addition to functionality of the Site or Materials shall be subject to the terms of these Terms of Use. All copyright and other proprietary notices on any Site content must be retained on any copies.

You agree not to: (a) interrupt or attempt to interrupt the operation of the Site, or its servers or networks; (b) use any automated tool to mine the site for information or to fill out forms on the Site; (c) use the Site for the delivery of unsolicited bulk email, promotional emails, junk mail, spam, chain letters, pyramid schemes and the like; (d) use the Site for any malicious, unethical, offensive, harmful or unlawful purpose; (e) attempt to gain unauthorized access to the Site, or its servers or networks.

Poa reserves the right to review your use of the Site and Materials and take appropriate action, if you violate these Terms of Use.

MODIFICATION

Poa reserves the right to modify or discontinue, temporarily or permanently, the Site (or any part

thereof) without notice at any time and without liability to you or any third party.

poa! SERVICE

Use of the poa! Portal (including My Poa) requires use of the poa! service (“**Service**”) which is governed by the terms and conditions of a separate agreement. You are granted no rights or licenses to use the poa! service under these Terms of Use.

FEEDBACK

Poa will treat any feedback or suggestions, including any data, materials, comments or information, (collectively “**Feedback**”) you provide to Poa as non-confidential and non-proprietary. Any Feedback that you provide to Poa is, upon submission, the property of Poa, and Poa may use it for any purpose that Poa deems reasonable, free of any fee or royalty. Poa may publish or otherwise distribute your Feedback. In the absence of a written agreement with Poa to the contrary, you agree that you will not submit confidential or proprietary information to Poa, and in the event that you do so, you waive all claims or causes of action that you may have against Poa that may arise from any such submission.

MAILINGS

By submitting your name, e-mail address, mobile phone number and any other personal information to us through the Site, you agree that we may process such information in accordance with our Privacy Policy, and that we may use such information for our business purposes including but not limited to the provisions regarding using and disclosing such information in connection with periodic mailings to you about Poa products and services.

ACCURACY OF CONTENT AND DISCLAIMER OF WARRANTY.

THE SITE AND THE MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

POA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE PERTAINING TO THE ACCURACY OR COMPLETENESS OF SITE OR MATERIALS, INCLUDING BUT NOT LIMITED TO INFORMATION ABOUT POA SERVICES, PRODUCTS, PRICES, ACCESS POINTS AND NETWORK AVAILABILITY, ALL OF WHICH MAY NOT BE CURRENT AT THE MOMENT YOU VISIT THE SITE, AND MAY CONTAIN ERRORS OR OMISSIONS. IN NO EVENT SHALL POA BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY ACT, ERROR OR OMISSION MADE BY YOU IN RELIANCE UPON THE SITE OR MATERIALS OR FOR ANY LOSS RESULTING FROM YOUR USE OF THE SITE OR MATERIALS.

THIRD PARTY CONTENT

Poa may post links, summaries, extracts, or embedded content from of other website(s) on the Site (“**Third Party Content**”). Poa has no control over the Third Party Content. Poa is not responsible for and does not endorse or warrant any Third Party Content, materials, information, goods or services available through any linked websites. Poa does not guarantee the privacy practices (or any other policies) of any third party websites, which apply once you leave this Site and enter the third party websites or view any Third Party Content. Poa does not guarantee the accuracy of any Third Party Content. Poa reserves the right to terminate any Third Party Content without notice and for any

reason. You may not upload any third party content to the Site unless you are the copyright holder of such content and grant Poa a license to publish such content on the Site.

LIMITATION OF LIABILITY

IN NO EVENT SHALL POA (OR ITS SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF DATA OR PROFITS, WHETHER OR NOT POA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ON ANY THEORY OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR MATERIALS.

POA (AND ITS SUPPLIERS') TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF USE, THE SITE, AND/OR THE MATERIALS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED 100 KENYAN SHILLINGS

OWNERSHIP, COPYRIGHT AND TRADEMARKS

You acknowledge that with the exception of Third Party Content all the intellectual property rights in the Site and Materials are owned by Poa and/or Poa's licensors. Poa and its licensors reserve all rights not granted in these Terms of Use. The Site and the Materials are copyright Poa and/or its suppliers. All rights reserved. Poa, the Poa logo, poa! logo, and all other trademarks, logos, or trade dress (including without limitation the layout or content of the Site or Materials) on this Site ("**Marks**") are trademarks (and in some cases registered trademarks) of Poa and/or its licensors. All rights reserved. You are not granted any right to use the Marks.

Any Third Party Content is owned by third parties. The rights of such third parties are reserved in relation to their content and you are not granted any rights to use the Third Party Content other than as set out in these Terms of Use.

AMENDMENT

Poa may at any time revise these Terms of Use. The latest version of these Terms of Use will be contained in the Site, and by visiting the Site you agree to be bound by any such revisions and therefore you should periodically visit the Terms of Use to examine the then-current Terms of Use by which you are bound.

LEGAL NOTICES

Communications made through the Site will not constitute legal notice to Poa or any of its officers, employees, agents, affiliates, partners or representatives.

You should send written legal notices to:

FOR THE ATTENTION OF LEGAL COUNSEL (NOTICES)
POA INTERNET KENYA LTD
P.O. BOX 42713
GPO 00100 NAIROBI

USE OUTSIDE THE REPUBLIC OF KENYA

Poa makes no representation that materials or other content on our Site are appropriate or available for use outside the Republic of Kenya. If you choose to access the Site from other locations, you do

so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the Republic of Kenya or the country you reside in.

ASSIGNMENT.

You may not assign this Agreement, the use of the Site or your rights and obligations under this Agreement without the prior written consent of Poa. Any such assignment shall be void.

SURVIVAL.

The following sections shall survive the termination of this Agreement: Indemnity; Limitation of Liability; Warranty and Disclaimers; Jurisdiction; Privacy; Payments and Charges, and Acceptable Use.

SEVERABILITY.

If any provision of the Agreement is held to be invalid, illegal or unenforceable by any court or other competent tribunal then the remaining provisions of the Agreement shall remain in full force and effect.

CHOICE OF JURISDICTION.

Choice of jurisdiction is Kenya and the Laws of Kenya shall govern the construction and enforceability of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with regard to the Service provided hereunder. All prior agreements, proposals, representations and other understandings whether oral or written, are superseded in their entirety by this Agreement.

NO WAIVER.

No alteration or modification of this Agreement will be valid unless made in writing and signed by Poa. In the event of a conflict between the Agreement and any terms and conditions or statements contained in any document related to the Service, the terms of this Agreement will control.