

**SMOOVE AFRICA LIMITED**  
**WEBSITE USE TERMS & CONDITIONS**

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### **Indemnification**

You agree to defend, indemnify and hold harmless Smoove and its subsidiaries (if any) and affiliates, and its and their business partners, contractors, clients and service sellers, and their respective

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Availability and features of the Site are subject to change without notice.

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### **Governing Law and Jurisdictions**

These Terms & Conditions, and any contractual and non-contractual obligations arising out of the Terms & Conditions or the services, shall be governed by, and construed in accordance with, the laws of Kenya.

### **Notices**

All notices, demands, or consents given by you under these Terms & Conditions will be in writing and will be deemed given when delivered to Smoove at the following contact: [info@smooveafrica.com](mailto:info@smooveafrica.com).

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You may not assign, sublicense or otherwise transfer any of your rights under these Terms & Conditions and any attempt to do so shall be void and of no force or effect. If any provision of these Terms & Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions of this Terms & Conditions, which shall remain in full force and effect. Headings in these Terms & Conditions are for convenience only and shall have no legal meaning or effect. These Terms & Conditions, and not the conduct between you and us or any trade practice, shall control the interpretation of these Terms & Conditions as relates to any Use of the Site. Smoove's failure to enforce a particular provision of these Terms & Conditions does not mean that Smoove waives the right to enforce it in the future; Smoove shall waive such a right, if at all, only in writing. These Terms & Conditions shall be binding upon and is for the benefit of the Parties, their heirs, executors, administrators, legal representatives, successors and assigns, subject to the provisions prohibiting assignment. The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that these Terms & Conditions are not intended and do not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established hereby. These Terms & Conditions and all

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1. An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site;
4. Your address, telephone number and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or the law; and
6. A statement by you, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner, or are authorised to act on behalf of the owner, of an exclusive right that is allegedly infringed.

### **How to Contact Us**

You may contact us regarding this Agreement at +245 (0) 707 644792 or by e-mail at [info@smooveafrica.com](mailto:info@smooveafrica.com).