

BEATBNK BLACK APP TERMS AND CONDITIONS

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Terms and Conditions ("Terms")

Our Terms and Conditions were first published on [DATE] and last updated on [DATE].

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **"Application"** means the software program provided by the Company downloaded by You on any electronic device, named BEATBNK.
- **"Application Store"** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **"Affiliate"** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **"Account"** means a unique account created for You to access our Service or parts of our Service.

- **“Company”** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to [BEATBNK LIMITED]
- **“Country”** refers to the Republic of Kenya.
- **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **“Device”** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **“Service”** refers to the BEATBNK website and the BEATBNK.
- **“Terms and Conditions”** (also referred as **“Terms”**) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **“Third-party Social Media Service”** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **“Website”** refers to [BEATBNK WEBSITE] accessible from [www.beatbnk.com].
- **“You”** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application

or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Account Registration

To use our application, you can register or create an account by providing complete and truthful information.

You may only create one account. Creating multiple accounts for any purpose, including circumventing restrictions or fees, is prohibited and may result in termination of all your accounts.

You are responsible for keeping your login details confidential and must choose passwords that meet the highest standards of strength as allowed by our application.

By registering, you agree to take full responsibility for all activities under your username and password.

You must immediately inform us using the contact details in this document if you believe your personal information, account, or login details have been violated, disclosed, or stolen.

Conditions for account registration

Registration of accounts on our application is subject to the conditions outlined below. By registering, you agree to meet such conditions.

- It is not permitted to register accounts by bots or any other automated methods;
- You must register only one account, unless otherwise specified;

- Your account must not be shared with other persons unless otherwise specified.

Information for account registration

To create an account, you must provide the following information at registration:

- Full legal name
- Valid email address
- Mobile phone number
- Password (at least 8 characters)
- Date of birth

Account termination

You can close your account and stop using our service anytime by deleting your profile on the application.

Account suspension and deletion

We reserve the right to suspend or delete your account at any time and without notice if we find it inappropriate, offensive, or in violation of these terms.

Suspending or deleting accounts does not entitle you to claim for any compensation, damages, or reimbursement.

The suspension or deletion of accounts due to causes attributable to you does not exempt you from paying any applicable fees or prices.

Prohibited activities

As a user of our services, whether on the website or mobile app, it is prohibited to engage in the following activities:

- Systematically retrieve data or other content from the website or services to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written permission;
- Trick, defraud, or mislead other users or us, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the website or services, including those that restrict the copying of content or protected marks;
- Disparage, tarnish, or otherwise harm the company, website, mobile app, or any other platforms where the services are offered;

- Use any information obtained from the website or the service to harass, abuse, or harm another person or group of people;
- Make improper use of our support services, specifically our customer service representatives, or make false reports of abuse or misconduct;
- Use the website or services in a manner that is inconsistent with its intended use or against any applicable laws;
- Engage in spamming, linking, or referring to other websites for commercial or other purposes;
- Upload or transmit, or the attempt of such act, viruses, trojan horses, or other damaging or improper material, including the spamming or continuous posting of repetitive text, that has the potential to interfere, modify, impair, disrupt, alter, or interfere with another user's experience with the website or its features, functions, operations, or maintenance;
- Attempting any unauthorized automated use of the website, such as using scripts to send comments and messages, or using mining tools with the intention of gathering, injecting, or extracting data;
- Deleting copyrights, trademarks, disclaimers, or any other marks from the website or its content;
- Impersonating another user or person by use of a username, e-mail, personal name, or in any other manner;
- Upload or transmit, or the attempt of such act, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices, also known as "spyware," "passive collection mechanisms" or "PCM;"
- Interfering with, disrupting, or creating an undue burden on the website, services, networks, and other connections;
- Harassing, annoying, intimidating, or threatening any of the other users, employees, agents, contractors, or any other individual affiliated with the company;
- Disabling or attempting to disable restrictions implemented by the website that prohibits access to certain areas;
- Copying or adapting the software of the website, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- Deciphering, decompiling, disassembling, or reverse engineering any of the software on the website;

- Except as may be the result of a standard search engine or internet browser usage, to use, launch, develop, or distribute any automated system, including, without limitation, any crawlable spider, robot or bots, cheat utility, scraper, or offline reader that accessed the website or services, or using or launching any unauthorized script or other software;
- Using a buying or purchasing agent to make purchases on the website;
- Making any unauthorized use of the website or the services, such as collecting usernames, e-mail addresses, or personal names of users by electronic or other means to send unsolicited e-mails or create user accounts by automated means or under false pretenses;
- Using the website or services as part of any effort to compete with us or otherwise using the website, services, marks, content, data, or any part thereof for any revenue-generating endeavor, commercial purpose, or personal benefit;
- Using the website or services to advertise or offer to sell goods or other services; and
- Selling your user profile or account on the website.

User Generated Account

Our website or services may allow you to chat, make postings (available for public or private viewing), or other communication functionalities, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials on the website, including but not limited to, text, writings, video, audio, photos, graphics, comments, suggestions, personal information or other material (collectively known as the “content”). Content may be viewable by other users or the general public. As such, any content transmitted by you may be treated as non-confidential and non-proprietary. When you create or make any content available on the website, you are accepting that:

- The creation, distribution, transmission, public display, or performance of displaying your content to be widely available for accessing, downloading, or copying does not infringe your or its proprietary rights, including but not limited to any copyrights, trademarks, patents, trade secrets, confidential information or moral rights of a 3rd party;
- You are the creator and owner of or have the necessary licenses, rights, consent, releases, and permissions to use and to authorize us, and other users of the website, to use your content in any manner deemed reasonable;
- You have the written consent, release, or permission of each and every identifiable individual in your content to use their name or likeness;
- Your content is not false, inaccurate, or misleading to the detriment of other users, the website, or any 3rd party;

- Your content is not unsolicited or unauthorized advertising, used for promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- Your content is not obscene, lewd, lascivious, filthy, violent, considered harassment, libelous, defamatory, or otherwise objectionable (as determined by us);
- Your content does not ridicule, mock, disparage, intimidate, or verbally abuse other users or us;
- Your content is not used to harass or threaten (in the legal sense of those terms) any user or individual or promotes violence against a specific person or class of people;
- Your content does not violate any applicable laws or regulations;
- Your content does not violate any privacy-related concerns or the publicity rights of any 3rd party;
- Your content does not include offensive comments related to groups of race, national origin, gender, relationship status, familial status, religion, sexual preference, or physical handicap; and
- Your content does not link to material that violates any of the aforementioned provisions of this section or this Agreement.

You retain any and all of your rights to any content you submit, post, or display and are responsible for protecting those rights.

Payments

The premium servers offered in the Black app are subject to the below terms:

- a. **Forms of Payment:** The Accepted modes of payment are by mobile money transfer (e.g. mpesa and airtel money) and by Visa and Mastercard credit/debit cards. We reserve the right, at any time, to reject payment for any reason.
- b. **Subscriptions:** If any of the services offered by us are only available with a paid subscription, you will be billed in advance and on a recurring and periodic basis (such as daily, weekly, monthly, annually, or other agreed upon timeframes) at the end of each period. With each successful payment, the subscription will automatically renew under the same conditions unless cancelled.
- c. **Cancellation:** You are entitled to cancel a subscription at any time and in accordance with the terms of this Agreement. Cancellation does not entitle you to a refund for any prior payments made.

- d. **Fee Changes:** If any changes occur to the subscription amount, you will be given notice of at least one (1) billing cycle prior to the change taking effect. Notice will be provided by e-mail on your registered account or profile.
- e. **Free Trials:** Any free trial, sample, or other abridged versions of our services that are offered shall be considered a one (1) time use based on the registration of a user's e-mail. It is strictly prohibited for a user to create and register more than one (1) e-mail solely to access another free trial on the website.
- f. **Currency:** Payments will be accepted on the website in Kenya Shillings (Kshs).
- g. **Refund Policy:** Except when required by law, payments made by a user are not refundable by the company. Refund requests are administered on a case-by-case basis and, if granted, do so at the sole discretion of the company.
- h. **In-App Purchases:** If the website's services are offered on an Android, iOS, or other mobile applications store ("App store"), this Agreement also applies to payments made on the mobile app. In addition, payments made on the mobile app must also be in accordance with the terms of the mobile app platform or "store."

Content

Your Right to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libellous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine or randomly generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to our attention via email (support@beatbnk.com) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and lawyers' fees) for misrepresenting that any Content is infringing Your copyright.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Advertising

In the event that we host, display, recommend, or link to websites or services in exchange for a fee ("advertisements"), it shall be known that such websites and services are often not known to us and are provided via advertisement networks based on user data. We do not own or control such advertisements and assume no responsibility for the content, privacy policies, terms of use, practices, services, experiences, activities, or other acts.

Third Party (3rd Party) Content

Our website or services may contain links to 3rd party websites or services that are not owned or controlled by us. Therefore, we assume no responsibility for the content, privacy policies, terms of use, practices, services, experiences, activities, or any other acts by 3rd parties. You acknowledge that if you are to be re-directed or forwarded to such 3rd party website, you hold us harmless and free of liability for any action that should occur on such websites, which may or may not include damages, losses, or any other claims.

Site management

To ensure the best experience for all users of our website and services, we reserve the right, in our sole discretion, to do the following:

- To monitor our website, services, and any other content for violations by users of this Agreement;
- To take appropriate actions against our users, including legal action, for those who may have violated this Agreement or have attempted to defraud or cause harm to other users;
- To refuse, restrict, limit, disable, or remove any and all files and Content which, due to excessive size limits or other properties, are burdensome to our systems or other users; and
- To otherwise manage our website and services in such a way as to protect our rights and property and to encourage the optimal running of said websites and services.

Privacy Policy

Your access to and use of our website or services is conditional upon your acceptance of our privacy policy. Our privacy policy describes our rules and procedures on the collection, use, and disclosure of your personal information and details your privacy rights and how the law protects you and such data. It is recommended for all users to read to know their rights.

We maintain the right to store certain data that you have transmitted by the use of the website or any of our services. You are solely responsible for the data you transmit and how it relates to any activity you have undertaken when using the website and any of its services. Therefore, you agree that we have no liability to you for any loss, breach, or corruption of any data and hereby waive any right of action against us that may or may not arise from such loss, breach, or corruption.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or a limit of Ten Thousand Kenya Shillings (Kshs. 10,000) if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work

with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied:

- as to the operation or availability of the Service, or the information, content, and materials or products included thereon;
- that the Service will be uninterrupted or error-free;
- as to the accuracy, reliability, or currency of any information or content provided through the Service; or
- that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Indemnification.

You agree to defend, indemnify, and hold us harmless, including any of our subsidiaries, agents, or affiliates and our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable lawyers' fees and expenses, made by any 3rd party due to or arising out of the following:

- Your content;
- Use of the website or any of our services;
- Not able to use the website or any of our services;
- Any breach of this Agreement;
- Any beach of representations and warranties set forth in this Agreement;
- Any violation of the rights of a 3rd party, including but not limited to intellectual property rights; and
- Any overt harmful act toward any other user of the website or its services.

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 agree to use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Governing Law

These Terms are governed by the laws of the Republic of Kenya.

Dispute Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company within 7 days. If you and the Company are unable to reach an amicable resolution, the dispute shall be referred to the courts of the Republic of Kenya which shall have exclusive jurisdiction.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

It is understood that this Agreement does not create a joint venture, partnership, employment, or agency relationship between you and us, the website, or any of its services. You agree that this Agreement will not be construed against us by virtue of having drafted and published on the website for your review. Therefore, you agree to waive any and all defences that may have been assumed under this Agreement and the lack of signing by any party hereto.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

For: Safety Concerns or Abuse:

- Email: support@beatbnk.com