



PRIVACY POLICY

Date of Last Update: 15th November, 2024

PRIVACY - AFEZE recognizes the importance of privacy as well as the importance of maintaining the confidentiality of personal information.

This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our site or application, including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the "Site"). Please read this privacy policy carefully. If you do not agree with the terms of this privacy policy, please do not access the site.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of this Privacy Policy. Any changes or modifications will be effective immediately upon posting the updated Privacy Policy on the Site, and you waive the right to receive specific notice of each such change or modification.

You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Site after the date such revised Privacy Policy is posted.

WHAT WE COLLECT - We may collect information about you in a variety of ways. The information we may collect on the Site includes:

1. Personal Data

Personally identifiable information, such as your name, shipping address, email address, and telephone number, and demographic information, such as your age, gender, hometown, and interests, that you voluntarily give to us when you register with the Site or our mobile application, or when you choose to participate in various activities related to the Site and our mobile application. You are under no obligation to provide us with personal information of any kind, however your refusal to do so may prevent you from using certain features of the Site and our mobile application.

2. Derivative Data

Information our servers automatically collect when you access the Site, such as your IP address, your browser type, your operating system, your access times, and the pages you have viewed directly before and after accessing the Site. If you are using our mobile application, this information may also include your device name and type, your operating

system, your phone number, your country, your posts, and other interactions with the Site or Application and other users via server log files, as well as any other information you choose to provide.

3. Financial Data

Financial information, such as data related to your payment method (e.g. valid credit card number, card brand, expiration date) that we may collect when you purchase, order, return, exchange, or request information about our services from the Site or Application. We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by our payment processors.

WHAT WE DO WITH THE INFORMATION WE GATHER - AFEZE will only use your personally identifiable information as described below, unless you have specifically consented to another type of use, either at the time the personally identifiable information is collected from you or through some other form of consent from you or notification to you:

- Assist law enforcement.
- Compile anonymous statistical data and analysis for use internally or with third parties.
- Create and manage your account.
- Deliver targeted advertising, coupons, newsletters, and other information regarding promotions and the Site and Application to you.
- Email you regarding your account or order.
- Enable user-to-user communications.
- Fulfill and manage purchases, orders, payments, and other transactions related to the Site and our mobile application.
- Generate a personal profile about you to make future visits to the Site and our mobile application more personalized.
- Increase the efficiency and operation of the Site and our mobile application.
- Notify you of updates to the Site [and our mobile application]s.
- Offer new products, services, and/or recommendations to you.
- Perform other business activities as needed.
- Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
- Process payments and refunds.
- Request feedback and contact you about your use of the Site and Application.
- Resolve disputes and troubleshoot problems.
- Respond to product and customer service requests.
- Send you a newsletter.

HOW WE USE COOKIES - A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. This helps us analyze data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

SECURITY - We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

OWNERSHIP - The Site, Application and Collective Content are protected by copyright, trademark. You acknowledge and agree that the Site or Application and Collective Content, including all associated intellectual property rights, are the exclusive property of AFEZE and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, or Collective Content.

SUSPENSION, TERMINATION AND ACCOUNT CANCELLATION - AFEZE may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your AFEZE account. If AFEZE exercises its discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your AFEZE Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site or Application, your AFEZE Account, your Member Content, or receive assistance from AFEZE Customer Service, (b) AFEZE may communicate to companies you may have interacted with or have a high probability of interacting with by virtue of your connection to AFEZE about your suspension (c) you will not be entitled to any compensation or refunds for participation that was cancelled as a result of a suspension, deactivation or termination of your AFEZE Account. You may delete your AFEZE Account at any time via the "Delete Account" feature of the Services. If your AFEZE Account is cancelled, AFEZE does not have any obligation to delete or return to you any Content you have posted to the Site or Application and Services, including, but not limited to, any reviews or feedback.

DISCLAIMERS - If you choose to use the Site or Application, services or collective content, you do so at your sole risk. You acknowledge and agree that AFEZE does not have an obligation to conduct background checks on any member, including, but not limited to, buyers and sellers, but may conduct such background checks in its sole discretion. The Site or Application, services, collective content are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, AFEZE explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. AFEZE makes no warranty that the Site, Application, services, collective content, including, but not limited to, the coffees posted will meet your requirements. AFEZE makes no warranty regarding the quality of any accounts, coffees, the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained through the Site or Application.

No advice or information, whether oral or written, obtained from AFEZE or through the site, application, services or collective content, will create any warranty not expressly made herein.

You are solely responsible for all of your communications and interactions with other users of the Site, or Application or services and with other persons with whom you communicate or interact as a result of your use of the site, application or services, including, but not limited to, any sellers or buyers.

You understand that AFEZE does not make any attempt to verify the statements of users of the Site or Application or to review any coffees. AFEZE makes no representations or warranties as to the conduct of users of the site, application or services or their compatibility with any current or future users of the site, application or services. You agree to take reasonable precautions in all communications and interactions with other users of the site, application or services and with other persons with whom you communicate or interact as a result of your use of the site, application or services, including, but not limited to, buyers and sellers, particularly if you decide to meet offline or in person regardless of whether such meetings are organized by AFEZE.

LIMITATION OF LIABILITY - You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site or Application and collective content, your creating an account or ordering of any coffees via the site, application and services, and any contact you have with other users of AFEZE whether in person or online remains with you. neither AFEZE nor any other party involved in creating, producing, or delivering the Site or Application, collective content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms, from the use of or inability to use the site, application, services or collective content, from any communications, interactions or meetings with other users of the Site or Application or other persons with whom you communicate or interact as a result of your use of the Site or Application or from your creating shops or ordering of any coffees via the site, application and services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not AFEZE has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. In no event will AFEZE liability arising out of or in connection with these terms and your use of the site, application and services.

DISPUTE RESOLUTION - You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Site or Application

(collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened

infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Further, unless both you and AFEZE otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

OVERALL AGREEMENT - These Terms constitute the entire and exclusive understanding and agreement between AFEZE and you regarding the Site, Application, or Collective Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between AFEZE and you.

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by AFEZE (1) via email (in each case to the address that you provide) or (2) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

The failure of AFEZE to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of AFEZE. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

NOTICES: All notices of legal claims under this policy shall be in writing and in the English language and shall be given personally, by registered mail (with return receipt), or by email (and if by e-mail with a confirmation of receipt) or by a recognized express courier (such as DHL) to the other party entitled to notice at the address set forth below or at such other address as such party shall notify the other party in the same manner. Notices shall be deemed given upon receipt.

To AFEZE:

AFEZE LIMITED,
Triple Two Address, Forth Floor, Office No. 4D.
Eastern Bypass, Kamakis, Ruiru, Kenya.

Attn: Chief Executive Officer, E-mail: info@aseze.africa