

TERMS OF USE

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Please read these Terms of Use carefully and ensure that you understand them before using Our Site. These Terms of Use, together with any other documents referred to herein (unless otherwise stated), set out the terms of use governing your use of this website, [<https://samawati.org>] ("Our Site"). It is recommended that you print a copy of these Terms of Use for your future reference.

These Terms of Use were last updated on 1/9/2021

Your agreement to comply with these Terms of Use is indicated by your use of Our Site. If you do not agree to these Terms of Use, you must stop using Our Site immediately. You will also be required to accept these Terms of Use if you sign up for an Account.

The following documents may also apply to your use of Our Site:

- Our Privacy Notice, available at <https://samawati.org/privacy-policy>.

1. Definitions and Interpretation

- 1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required to access certain areas on Our Site, as set out in Part 7;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
“Listing”	means activity listing posted on Our Site by a Service Provider which shall provide details of services;
“Service Provider”	Means any an individual or organisation who has been authorised by Us to provide its services on Our website
“User”	means a user of Our Site;
“We/Us/Our”	means SAMAWATI WELLNESS LTD of P.O. Box 925-01000 Thika a company registered in Kenya under number PVT-7LU5D2EV whose registered office is at The Foundry, Viking House, Westlands, Nairobi, Kenya.
“Our Site”	Means the website https://samawati.org and it will include any web or mobile application developed by Us.

2. Information About Us

- 2.1 Our Site is operated by SAMAWATI WELLNESS LTD . We are a limited company registered in Kenya under company number PVT-7LU5D2EV. Our registered address is P.O Box 925-01000, Thika whose registered office is at The Foundry, Viking House, Westlands, Nairobi, Kenya.
- 2.2 Our Site enables consumers and organisations to reserve, schedule, purchase, access and attend a wide range of fitness, active recreation and wellness activities offered and operated by fitness studios, gyms, trainers, guides, tour operators and venues or other third parties (collectively, "Service Providers")

3. How to Contact Us

- 3.1 To contact Us by email, please email Us [samawatihq@gmail.com] and to contact Us by telephone, please call Us on [0777669287].

4. Access to Our Site

- 4.1 Access to Our Site is free of charge.
- 4.2 It is your responsibility to make the arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Site (or any part of it) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted.

5. Changes to Our Site

5.1 We may alter and update Our Site (or any part of it) at any time. If We make any significant alterations to Our Site (or any part of it), it will be brought to your attention when you login to Our Site after the alteration or update has taken place. It is recommended that you review these Terms of Use periodically.

6. Changes to these Terms of Use

- 6.1 We may alter these Terms of Use at any time. Any changes made to these Terms of Use will apply to your use of Our Site the first time you use it after the changes have been implemented and you will be asked to review and accept the changes. You are advised to check this page every time you use Our Site.
- 6.2 If any part of the current version of these Terms of Use conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

7. International Users

- 7.1 Our Site is intended for individual and business consumers in the Republic of Kenya only as set out in our Terms of Sale. We do not warrant or represent that Our Site or its Content are available in other locations or are suitable for use in other locations.

8. Intellectual Property and Our Site

- 8.1 All Content included on Our Site and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable the Republic of Kenya and international intellectual property laws and treaties.
- 8.2 You may access, view, and use Our Site in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Site (or any part of it) for caching (this usually occurs automatically).
- 8.3 You must not otherwise modify the printed copies, downloaded extracts, or downloaded or saved Content in any way. Images, video, audio, or any other Content downloaded from Our Site must not be used separately from accompanying text.
- 8.4 You must not systematically copy Content from Our Site with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given Our express permission to do so.
- 8.5 You may not use any Content from Our Site for commercial purposes without first obtaining a licence from Us, Our licensors, Our Service Providers or the relevant User, as applicable.
- 8.6 Our status as the owner and author of the Content on Our Site (or that of identified licensors or Users, as applicable) must always be acknowledged.

9. Acceptable Usage Policy

- 10.1 When using our Site by any other means the following rules apply, and you must not communicate, submit, or otherwise do anything that:
- 10.1.1 is sexually explicit;
 - 10.1.2 in any way sexualises minors (including, but not limited to, child sexual abuse material);
 - 10.1.3 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
 - 10.1.4 promotes violence;
 - 10.1.5 promotes, encourages, incites, or supports acts of terrorism;
 - 10.1.6 promotes or assists in any form of unlawful activity;
 - 10.1.7 is defamatory of another person;
 - 10.1.8 bullies, insults, intimidates, or humiliates another person;
 - 10.1.9 discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
 - 10.1.10 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 10.1.11 is calculated or otherwise likely to deceive;
 - 10.1.12 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal information in a way that you do not have a right to;
 - 10.1.13 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive
 - 10.1.14 implies any form of affiliation with Us or any other party where there is none;
 - 10.1.15 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trade marks, and database rights) belonging to Us or any other party;
 - 10.1.16 is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence.
- 10.2 Any personal information sent to Us, will be collected, used, and held in accordance with your rights and Our obligations under data protection law, as set out in Our Privacy Notice, available from <https://samawati.org/privacy-policy>.

11 Links to Our Site

- 11.1 You may only link to the homepage of Our Site. Linking to other pages on Our Site requires Our express written permission.
- 11.2 Links to Our Site must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.
- 11.3 You must not link to Our Site in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).
- 11.4 Your link should not use any logos or trademarks displayed on Our Site without Our express written permission.
- 11.5 You must not frame or embed Our Site on another website without Our express written permission.
- 11.6 You may not link to Our Site from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

12 Links to Other Sites

- 12.1 Links to other websites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.
- 12.2 The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

13 Advertising

- 13.1 We may feature advertising (in addition to Listings) on Our Site and We reserve the right to display advertising on the same page as any Listing.
- 13.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 13.3 We are not responsible for the content of any advertising on Our Site. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising on Our Site including, but not limited to, any errors, inaccuracies, or omissions.

14 Activities

- 14.1 Activity availability and allocation: We do not guarantee the availability of particular activity or exercise, venues, locations, services, experiences, content, inventory, spots or other features, and availability may change over time and at any time.
- 14.2 Online and virtual activities: some activities may require users to comply with certain technical and hardware requirements, for example, participation through connected devices such as activity monitors. We may collect metrics to display a record of participation, calculate points earned, or just to learn about and improve the Site and our services.
- 14.3 Reservation and cancellation of booked activity: Users must reserve and cancel an activity only through our Site or by contacting us on our official telephone line or email address.
- 14.4 Extra fees: In addition to fees charged on an activity Service Providers may also charge equipment or other amenity fees that users will be directly responsible for. For example, some Service Providers might charge extra to rent a yoga mat or cycling shoes. We only gives Users access to the activity Users signed up for on Our Site (including the specified time and location).

15 Disclaimers

- 15.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. In Particular, We make no representation or warranty that any part of Our Site (including Listings) is suitable for use in business or that any part of it constitutes accurate data and/or advice on which business decisions can be based.
- 15.2 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up to date, but to the extent permitted by law, We make no warranties, representations, or guarantees (express or implied) that this will always be the case. Please note that this does not apply to information concerning services for sale through Our Site.

- 15.3 We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in Listings. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way. We have no control over, nor any involvement in, any Listed Business and We accept no responsibility for any actions taken, or for any goods or services provided, by any Listed Business or individual

16 Our Liability

- 16.1 To the fullest extent permissible by law, We accept no liability to any User for engaging any Service Provider listed on our site for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Service Provider.
- 16.2 All Service Providers listed on Our website are independent Service Providers and not employees, partners or agents of SAMAWATI WELLNESS LTD. Any engagement between a User who engages a Service Provider listed on our website is a separate and distinct contract between the User and the Service Provider.
- 16.3 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (whether it is provided by Us or whether it is a Listing posted by a Service Provider) included on Our Site.
- 16.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content (including Listings) included on Our Site.
- 16.5 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 16.6 If you are a business user (i.e. you are using Our Site in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including Service Provider Content) included on Our Site.
- 16.7 If you are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 16.8 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 16.9 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

17 Viruses, Malware, and Security

- 17.1 We exercise reasonable skill and care to ensure that Our Site is secure and free from viruses and malware; however, We do not guarantee that this is the case.

- 17.2 You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 17.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 17.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 17.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 17.6 By breaching the provisions of sub-Clauses 16.3 to 16.5 you may be committing a criminal offence under the Computer Misuse and Cyber Crimes Act 2018. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

18 Acceptable Usage of Our Site

- 18.1 You may only use Our Site in a lawful manner:
 - 18.1.1 You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
 - 18.1.2 You must not use Our site in any way, or for any purpose, that is unlawful or fraudulent; and
 - 18.1.3 You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.
- 18.2 If you fail to comply with the provisions of this Part 15, you will be in breach of these Terms of Use. We may take one or more of the following actions in response:
 - 18.2.1 Suspend or terminate your right to use Our Site;
 - 18.2.2 Issue you with a written warning;
 - 18.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 18.2.4 Take further legal action against you, as appropriate;
 - 18.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 18.2.6 Any other actions which We deem reasonably appropriate (and lawful).
- 18.3 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 15.3) in response to your breach.

19 How We Use Your Personal Information

- 19.1 We will only use your personal information as set out in Our Privacy Policy, available from <https://samawati.org/privacy-policy>

20 Communications from Us

- 20.1 If We have your contact details and/or if you have an Account, We may contact you by email, direct mail, telephone or text messages at any of the addresses or phone numbers, as applicable, provided by you

- 20.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link.
- 20.3 For questions or complaints about communications from Us, please contact Us using the details above in Part 3.

21 What Happens if We Transfer this Agreement to Another Party

- 21.1 We may transfer (assign) Our obligations and rights under these Terms of Use (and the Contract) to a third party (this may happen, for example, if We sell Our business).

22 Law and Jurisdiction

- 22.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, law of the Republic of Kenya.
- 22.2 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms of Sale or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of the Republic of Kenya.
- 22.3 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms of Sale or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of the Republic of Kenya.