

Terms of Use

Effective as of: December 31, 2015

You agree that this agreement complies with the terms of any applicable electronic documents legislation, including the requirement that this agreement is in writing, and is capable of being retrieved, reviewed, printed and stored for further use.

A NOTE FROM EDWIN WACHIYE, G-LINDE! INFORMATION SECURITY OFFICER

Hi! Congratulations on being the sort of person who reads Terms of Use. We applaud you. Below, on the left, you'll see the Terms to which you must agree if you're going to use any of G-LINDE! services. Our lawyers wrote that, and that's the stuff that counts. On the right, you'll see how we'd explain it to our grandmother (Jambo koko!) if she asked. We hope it helps make sense of this document, so that you can understand what you're consenting to. Thanks for joining the G-LINDE! Community!

Welcome to the Fraud-Vigilance website, an online service designed and offered by Fraud-Vigilance. ("G-LINDE!") And its affiliates especially for small businesses. These terms of use are intended to explain our obligations as a service provider and your obligations as a user and subscriber. **IT IS IMPORTANT THAT YOU READ ALL THE TERMS AND CONDITIONS CAREFULLY.**

Please read this stuff or you won't know the rules under which we will engage with you.

If you use this website, you are agreeing to be bound by these Terms of Use without any modification or qualification. **IF YOU ARE DISSATISFIED WITH THE TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES OR PRACTICES OF OPERATING OUR SERVICE, UNLESS EXPRESSLY SET OUT IN THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.** If for any reason you are unable to meet all the conditions set forth under this agreement, or if you breach any of the Terms of Use contained herein, your permission to use the G-LINDE! Apps or access any of the Services (defined below) offered by them immediately lapses and you must destroy any materials downloaded or printed from the G-LINDE! Apps.

G-LINDE! Offers a number of Services offered in addition to the service offered via the Fraud-Vigilance website ("Additional Services"), and so please note that

This is important. By using anything from G-LINDE!, you're agreeing to be bound by everything on the left-hand column. If you won't or can't agree to these terms, we can't let you use G-LINDE! The terms may change in the future. If the change is more than nominal, we'll let

<p>additional terms may apply. When you use an Additional Service, you also will be subject to the terms and conditions applicable to that specific Additional Service ("Specific Additional Service Terms"). Note that if these Terms of Use are inconsistent with the Specific Additional Service Terms, those Specific Additional Service Terms will control. See Section X below.</p> <p>G-LINDE! Reserves the right to modify or change these Terms of Use at any time without giving prior notice. We shall, however, notify you of significant changes by posting an announcement on the Site. Your use of the G-LINDE! Apps are subject to the most current Terms of Use posted on the Site at such time. The most current version can be reviewed by clicking "Terms of Use" hyperlink at the bottom of our Site pages.</p>	<p>you know and give you a chance to change your mind.</p>
<p>A. Definitions.</p>	
<p>The following terms shall have the following meaning throughout the Terms of Use.</p>	<p>Now we're defining stuff. Most of this doesn't need a translation.</p>
<p>a. "Agreement" or "this agreement" refers to these Terms of Use.</p>	
<p>b. "Applicable law" refers to the laws currently in force in Nairobi, Kenya which shall govern this agreement.</p>	
<p>c. "Site" means this website, all related WebPages, and all related websites operated by affiliates or divisions of G-LINDE!, but does not include any third party websites which are linked to or may link from this website whether or not</p>	<p>We're talking about G-LINDE! Here, not about third parties.</p>

such third party websites are used in connection with the Services.

d. "Service" and "Services" refer to the online national, employee and trading partner's databases, fraud alerts, and other small business-related services and Support offered through the G-LINDE! Apps from time to time.

e. "Subscriber" refers to any person who maintains an account with us and utilizes our Services.

f. "Support" means free and paid technical support and assistance provided to users by G-LINDE! Pros and other third party contractors of G-LINDE! From time to time.

g. "G-LINDE!", "we", "us" shall refer to a commercial product of Fraud-Vigilance LTD. and all its affiliates and subsidiaries.

h. "G-LINDE! Apps" means the Site and all mobile applications and other applications which provide access to the Services offered by G-LINDE! And its affiliates from time to time.

i. "G-LINDE! Parties" includes G-LINDE! Its affiliates, subsidiaries, partners, service providers, suppliers and contractors and each of their respective officers, directors, agents, and employees.

j. us," "we" or "our" "the Company" means Fraud-Vigilance Limited a limited liability company incorporated under the laws of the Kenya.

k. "Platform" "portal" means the logged in website and any other related applications that may be developed on which the Service is made available owned, controlled, managed, maintained and/or hosted by Fraud-Vigilance Limited

l. "You" and "user" shall refer to any person who visits the Site or uses the G-LINDE! Apps and includes a subscriber and its employees and agents.

B. Scope of our service

Scope of our Services

Through the Platform, we provide an online application through which potential business partners and employers can connect with other each other and assess a party's credit worthiness before engagement. When rendering our services, the information that we disclose is based on the information provided to us by Clients and third party data merchants.

The Company acts solely as an intermediary between you and potential business partners and we transmit details of your interest to connect with a business partner by sending them a confirmation SMS and/or email. Failure to correct this information or contact us regarding within 7 (seven) days is deemed as acceptance.

Subscribers post in our platform instances of fraud and theft to them by business partners and/or employees. Before posting any negative report, effort is made to inform individual or point man of a business entity is notified by SMS and/or email to their last known contacts and they are given 7 (seven) days within which to respond. Failure to respond to us within this time is deemed as admission.

Using our Services

The use of the online database and business' platform of the Fraud-Vigilance Website is reserved to customers.

We want to help you manage fraud in your business:

Please –

1. Use our database to verify history of partners and employees
2. Register your employees to receive real time risk alerts to protect themselves and your business

Access to the online database and business' platform of the Fraud-Vigilance website is granted to customers only for the duration of their subscription. On expiry of this subscription, access to the online database will be deactivated.

Usage of the online database and other services provided by Fraud-Vigilance is only possible by registration. Online access data (i.e. account activation link) will be provided to you upon registration and payment of subscription fees.

Misuse of Fraud-Vigilance Services is prohibited. For example, an attempt to access the services with methods other than those provided in the instructions by Fraud-Vigilance is prohibited. The Services may be used only as within the law. Fraud-Vigilance reserves the right to stop or suspend services to customers who do not comply with the terms or policies provided or when investigating suspected misconduct.

3. Get credit information to determine rules of engagement on contracting/hiring

Your content

Some of the services we provide allow our subscribers to upload, send, submit, store and receive content.

Businesses are informed that by using our Services, they agree to share data they enter into the online database with other subscribers to the database.

Businesses are obliged to observe legal data privacy regulations. Subscribers are therefore prohibited from modifying or extracting data from the online database that is not intended for their use.

The end-user warrants that whatever information submitted to the Service Provider shall be material that can be used for legal purposes and in legal proceedings; that such reports and materials submitted to the Service Providers website shall in nature be material, information, reports, news, articles of information that shall be capable of being reported to governmental authorities and law enforcement agencies with the mandate to investigate and prosecute on basis of such information. There must be adequate evidence for the allegations to stand prosecution in a Kenyan court of law.

End-User represents and warrants that they shall be solely liable for any false, malicious, scandalous, inaccurate reports, news, articles of information submitted to the Service Provider.

Our platform, portal collects data on fraud related cases. This cases if they meet thresholds set by law are shared with other users..... We must keep this CLEAN!

C. General.

G-LINDE! Grants you a non-exclusive, non-transferable limited license to use the G-LINDE! Apps and related resources in accordance with these Terms of Use. You agree not to infringe our intellectual property and the intellectual property of any third parties with whom we have partnerships, and you will comply with the terms of any applicable license agreements.

We'd love for you to use G-LINDE! but you're just using it. We still own it.

You acknowledge that you must provide for your own access to the World Wide Web and pay all costs associated with such access and with the use of the Services, as well as procure all equipment that is necessary in order to access the World Wide Web and use the Services, including but not limited to a computer, a modem, a printer, and in some cases a mobile device, tablet computer or other equipment. You shall also be responsible for the maintenance of such equipment.

We're providing an online app. How you get to it is up to you.

You agree that any notices, disclosures, agreements and other communications that we may deliver or communicate to you from time to time comply with the terms of any applicable electronic documents legislation, including the requirement that such documents be in writing, are capable of being retrieved, reviewed, printed and stored for further use by you.

You can print this if you want to keep it, right?

Subscribers to certain G-LINDE! Apps may provide password access to authorized users (called user). An authorized user is a user designated by you via the manage user functionality available in the G-LINDE! App. Such authorized users may have access to the information and perform various tasks as instructed by the subscribers which include but not limited to database queries, flagging, managing files any other lawful tasks that the subscriber may prescribe. If you administer your G-LINDE! Account on behalf of a business or corporation, you represent and warrant that you have the right to provide passwords and access credentials to your Guest Collaborators.

You can invite a Guest Collaborator to work with you in G-LINDE! If you do, they can see your data and sometimes do things with it. Please only grant Guest Collaborator access if you have permission to do so.

<p>G-LINDE! May, without notice or liability, add, discontinue or revise any aspect, mode or design of the Services which include but not limited to the scope of service, time of service, or to the software/hardware required for access to the Services. G-LINDE! May also limit the geographic locations or jurisdictions where certain Services may be available.</p>	<p>Sometimes things change, including G-LINDE!</p>
<p>Without prejudice to the foregoing, should there be a failure of or error, omission, defect, deficiency, delay causing downtime, or inability of a subscriber to access the Services for any length of time, including as a result of the permanent termination of service, the subscriber acknowledges and agrees that, except as otherwise set out herein, its only remedy for any error, omission, defect, deficiency, delay or other failure of the G-LINDE! Apps or the Services whatsoever are to discontinue using the G-LINDE! Apps and the Services.</p>	<p>If the service we provide is less than awesome, your recourse is to stop using G-LINDE!</p>
<p>The subscribers and the users shall be responsible for maintaining the confidentiality of their usernames and password, and the subscriber will be responsible for all activities performed under their passwords, as well as unauthorized use.</p>	<p>You're the only one who knows your password, so keep it a secret! If someone gets hold of your password and does something to your account, I'm afraid that's your fault.</p>
<p>You assume sole responsibility for and shall ensure that any information, data, documents or materials used, disclosed, entered into or created using the G-LINDE! Apps or in connection with the Services is accurate, reliable and complete and does not violate our content guidelines. You represent and warrant that you have obtained all required consents and comply with all applicable legislation, including without limitation privacy legislation, in connection with any use and disclosure of information relating to the use of the G-LINDE! Apps and the Services. G-LINDE! Accepts no responsibility for the accuracy of any information, data, documents or materials entered into or created using the G-</p>	<p>This is software that crunches data. If you put the wrong numbers in, G-LINDE! can not be responsible for the wrong / malicious data coming out. G-LINDE! will not be</p>

LINDE! Apps or the Services except as otherwise set out herein. The input, posting or uploading of any information and the storage of any information, data, documents or materials on the Service by us does not constitute our endorsement nor warranty as to the compliance of such information or materials with applicable legislation, nor to the accuracy, timeliness, materiality, completeness, or reliability of such information or materials.

Principles of Use

Principle 1: Reciprocity

The National Fraud Database relies on member data. Members must contribute their own cases to receive benefit from the data shared by other members.

Principle 2: Purpose Limitation (Legitimate reasons for searching)

Data from the National Fraud Database can be used in a wide range of situations for the purpose of the prevention, detection and investigation of fraud and financial crime.

Principle 3: Transparency

Subjects have a right to know how data will be used and how any decisions related to them have been made.

Principle 4: Lawfulness (Searching and filing)

Subjects must only be searched and filed if they have been legally informed of how their data may be used via a Fair Processing Notice.

Principle 4: Lawfulness (Standard of Proof)

Cases filed to the National Fraud Database must be supported by evidence and meet the ‘three pillars’ of the Standard of Proof. The Standard of Proof is:

1. That there are reasonable grounds to believe that a Fraud or Financial Crime has been committed or attempted;
2. That the evidence must be clear, relevant and rigorous such that the member could confidently report the conduct of the Subject to the police;
3. The conduct of the Subject must meet the criteria of one of the Case Types;

All Subjects involved that meet the Standard of Proof, must be filed to the

checking your data. Even if your information is correct, G-LINDE! Isn't going to certify that you've done what the government or anyone else needed you to do.

We play by some guidelines, this are some the rules of this MATCH!

National Fraud Database.

Principle 5: Fairness (Proportionality)

Members must ensure that the data is interpreted in a proportional manner according to their own risk appetite and the product being assessed.

Principle 5: Fairness (Protecting innocent parties)

Innocent parties should be filed to the National Fraud Database for their own protection and be clearly distinguished from any other Subject involved in the Case.

Principle 6: Accuracy

All data that is captured must be accurate and loaded within one business day of the Standard of Proof being met.

Principle 7: Integrity (Security of the National Fraud Database)

Access to the National Fraud Database is restricted and all members must have adequate policies, procedures and technical measures in place to protect the data.

Principle 8: Data Minimization

Members must be able to retrieve the evidence to support a case filed to the National Fraud Database but they must not hold data indefinitely. Once it's served its purpose, it must be deleted securely and permanently.

D. Conditions of Usage.

You agree to use the G-LINDE! Apps and the Services for the purposes that they were intended and only in accordance with the terms of this agreement.

G-LINDE! is what it is. Don't use it for something it's not.

If you register an account, you agree, represent and warrant that you will provide

When you register,

us with true, current, complete and accurate information requested in the registration form and from time to time in connection with your use of the G-LINDE! Apps. Your registration for any of the G-LINDE! Apps constitutes consent to use any personal information which you provide us in such registration for the purposes set out in our [Privacy Policy](#) and for all uses ancillary thereto for which your consent may reasonably be implied. You also will select a user name and password. You are responsible for keeping your user name, password, account details, and all information required in connection with your use of the G-LINDE! Apps (e.g. employee/ trading partner information) confidential and up to date. If you are not the business owner and are registering an account on behalf of a business, you represent and warrant that you have been authorized and directed by your business's principals to open the account and that you have shared all user names, passwords and access credentials with other authorized representatives in your business and that you have provided us with the business contact information of at least one director. If you leave the business and your businesses principal contacts us we may be required to provide access to the G-LINDE! Account. You agree to hold harmless and release the G-LINDE! Parties from any liability if we do so.

don't lie about who you are. By registering, you're also agreeing to our [Privacy Policy](#). Keep track of your login details, and keep them safe. If you're creating an account on behalf of a business which you do not own, you must a) have permission, and b) share the login credentials with the owner.

Furthermore, you are entirely responsible for any activities that occur under your account. You agree to notify us immediately of any unauthorized access to or use of your account. You agree to hold harmless and release the G-LINDE! Parties from any loss or liability whatsoever that you may incur as a result of someone other than you using your username, password or account, either with or without your knowledge. You agree to indemnify the G-LINDE! Parties for any damages, third party claims or liabilities whatsoever that we may incur as a result of activities that occur on or through your account, whether or not you were directly or personally responsible.

You're responsible for what happens in your account.

If you register to use G-LINDE! Employee and trading database, you hereby represent and warrant to us that you have obtained all consents necessary in your jurisdiction to provide us and our third party service providers with the information required to provide the database Services. This includes consent to access your employees and trading partners information. You expressly authorize

When your employees are set up to receive risk alerts, they will also be receiving a tailored

G-LINDE! And you agree to hold harmless and indemnify the G-LINDE! Parties against any damages, losses or claims arising in respect of database processes and access to employee and trading partners data (excepting fraud, willful neglect, or manifest error by G-LINDE!, its affiliates or third party providers.)

Your content

Some of the services we provide allow our subscribers to upload, send, submit, store and receive content.

Businesses are informed that by using our Services, they agree to share data they enter into the online database with other subscribers to the database.

Businesses are obliged to observe legal data privacy regulations. Subscribers are therefore prohibited from modifying or extracting data from the online database that is not intended for their use.

The end-user warrants that whatever information submitted to the Service Provider shall be material that can be used for legal purposes and in legal proceedings; that such reports and materials submitted to the Service Providers website shall in nature be material, information, reports, news, articles of information that shall be capable of being reported to governmental authorities and law enforcement agencies with the mandate to investigate and prosecute on basis of such information. There must be adequate evidence for the allegations to stand prosecution in a Kenyan court of law.

End-User represents and warrants that they shall be solely liable for any false, malicious, scandalous, inaccurate reports, news, articles of information submitted to the Service Provider.

fraud SMS based curriculum.

So, we get to contact them directly, you pay the cost of it...:-)

Tafadhali!

Ensure that any reports raised on our platform have supporting evidence that can be used in court.

The person flagged must have signed for the goods/services, clear non reconciliation etc.

A police report must also have been made...

If any of these is missing, it will be treated as a rumor.

D. Software Notice.

In the event that a user is required to download or use software in connection with the Services, he or she shall be unable to download and access such software unless he or she first agrees to the license agreement relating to such software. Use of any such software is governed by these Terms of Use and any such license

For installable software, you'll have to agree to a license agreement before

agreement.

you can use it.

E. Copyrights, Trade-Marks and Intellectual Property.

G-LINDE! and its licensors and suppliers own both the proprietary rights as well as the intellectual property rights to all URLs, materials, products, web content, webpage designs, webpage layouts, images, text, tools, utilities and software that make up the Services, but excluding your data and information which you provide to us or input using the G-LINDE! Apps and the Services. The technical procedures, processes, concepts and methods of operation those are inherent within the G-LINDE! Apps constitute trade secrets. The usage of our Services does not constitute a sale or transfer of any intellectual property rights to the users. Without any prejudice to the foregoing, any information or data entered using the G-LINDE! Apps by a user or otherwise provided for accessing the G-LINDE! Apps on the user's behalf shall at all material times remain the property of the user. The user hereby grants to G-LINDE! A worldwide, perpetual, royalty free, non exclusive right and license to use all content provided by the user in connection with the G-LINDE! Apps and the Services for uses related to the delivery of the Services.

You own all your data. G-LINDE! owns everything we've created. You give us permission to do things like crunch numbers for you.

Materials on and relating to the G-LINDE! Apps, including the content of the G-LINDE! Apps and any software downloaded from the G-LINDE! Apps are protected by copyright, trade-mark and other intellectual property laws. Subject to your ownership of your user content and data, G-LINDE! Reserves all rights in and to such materials. The subscriber will not make store, download, transfer, sell, reproduce, redistribute, transfer to any other server, modify, reverse engineer or copy the Services or any of the materials or software or any part of the G-LINDE! Apps or any content there from without G-LINDE! Express written consent. You will also take all reasonable steps to forestall any unauthorized use, copying or transfer of materials on or relating to the G-LINDE! Apps.

Another way of saying that you own all your data, and G-LINDE! Owns everything we've created. You agree not to try to duplicate copy or steal anything we've created.

Notwithstanding the above, you may, subject to the following conditions, use individual screen displays (screen shots) which you generate as a subscriber using the Services. Your use of screen shots is subject to the following:

- a. No screen shot may be used from any version of the G-LINDE! Apps unless it has been commercially released to the public;
- b. the use is for illustrative purposes;
- c. the use may not imply any endorsement or affiliation by or with G-LINDE!;
- d. the screen shot does not contain any commentary which may appear to have been attributable to us;
- e. the screen shot does not contain any third party content; and
- f. the use does not infringe on any of these terms of use.

G-LINDE! Has rights to several trade-marks which it uses in connection with the operation of the G-LINDE! Apps. G-LINDE! Does not grant the users any right or license to use the G-LINDE! Trade-marks or any logo, trade-name or other intellectual property other than as expressly set out herein and in other licenses between you and us.

You can take screen shots as long as:

- a. It's not a beta feature or product;
- b. you're just trying to illustrate something;
- c. the screen shot doesn't suggest a relationship that doesn't exist;
- d. the screen shot doesn't suggest we said or meant something that we didn't say or mean;
- e. the screen shot doesn't contain something that G-LINDE! can't give permission for; and
- f. it doesn't break any other rules.

Permission to use G-LINDE! is not equal to permission to use our trademarks.

F. Prohibited Use.

The users shall access the information stored using the Services for lawful purposes only and may not use such information for the purpose of committing or furthering fraudulent acts or for committing any acts that would give rise to both

You're not allowed to use G-LINDE! to do or help anything

<p>or either civil and criminal liability.</p>	<p>illegal or bad.</p>
<p>The user AGREES never to upload, flag or report a person/ business for malicious reasons. This may include unsubstantiated data that may defame, injure, and bring to question the good standing of a person or business.</p>	<p>Don't be EVIL!</p>
<p>The user agrees not to use data obtained from our site to discriminate against a person/ business in course of hiring, contracting and normal business/employee relations. Our data has not been verified nor has the accused faced full course of law.</p>	<p>Don't use data on our platform to stop hiring or doing business with them.</p>
<p>The users agree not to publish post, upload, distribute, provide or enter any material or information that is illegal, unlawful or can be regarded as fraudulent, libelous, malicious, threatening, offensive, profane, obscene, fanning ethnic or racial tensions, immoral or any such information which any reasonable person would consider objectionable on grounds of good conscience.</p>	<p>Don't use G-LINDE! To spread bad stuff.</p>
<p>No user shall use any means to restrict or prevent another user from accessing or enjoying the G-LINDE! Apps.</p>	<p>Don't do anything that gets in the way of other G-LINDE! Customers.</p>
<p>No user shall be permitted to upload material into the G-LINDE! Apps that he or she ought to know infringes on the rights of others, or upload material that places unnecessary load as to affect the performances of our websites, systems and equipment. You may not use the G-LINDE! Apps and the Services in a manner which could block access to impair damage or otherwise disable the G-LINDE!</p>	<p>Don't upload things that don't belong to you. Don't try to break anything. Don't try to get into</p>

Apps or any of our servers. You may not attempt to gain unauthorized access to the G-LINDE! Apps or to any other user's accounts, computer systems or networks through password miming, keystroke logging, hacking or any other means. You will not upload any files that contain viruses, Trojan horses, malware, spyware, worms, corrupted files or any other material or software that may damage the operation of another computer. Any and all materials uploaded are subject to applicable laws.

G-LINDE! Secure machines and systems, or anyone else's account.

No user shall lease, sell, pledge, sublicense, assign or otherwise deal with the software belonging to G-LINDE! In a manner that is inconsistent with our intellectual property rights over the software.

G-LINDE! Belongs to G-LINDE! Don't try to sell it or anything like that.

No user shall promote any commercial interest, falsify or delete any information on the G-LINDE! Apps collect personal information without express authority to do so, violate any applicable laws, create a false identity or utilize the G-LINDE! Apps under false pretences.

More bad things you're not allowed to do, like pretending to be someone you're not, or breaking laws.

G. Limitation of Liability.

THE SUBSCRIBERS AND THE USERS HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE THE G-LINDE! PARTIES FROM ANY AND ALL MANNER OF RIGHTS, LOSSES, COSTS, CLAIMS, COMPLAINTS, DEMANDS, DEBTS, DAMAGES, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY LOST PROFIT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (COLLECTIVELY, A "CLAIM") WHETHER KNOWN OR

The lawyers are in full swing, capital letters and all. Essentially, you agree that the only parts where G-LINDE! Accepts liability is those places below where

UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH (I) THIS AGREEMENT; (II) THE USE OF THE G-LINDE! APPS AND ITS SERVICES AND ANY RELATED APPLICATIONS INCLUDING THIRD PARTY SERVICES; (III) THE USE OF ANY SOFTWARE RELATED TO THE G-LINDE! APPS; (IV) VIRUSES, SPYWARE, SERVICE PROVIDER FAILURES OR INTERNET ACCESS INTERRUPTIONS; (V) LOSS OF USE, LOSS OF DATA, ERROR, INACCURACY OF DATA (EXCEPT AS OTHERWISE SET OUT HEREIN), DOWNTIME, IDENTITY THEFT, FRAUD OR UNAUTHORIZED ACCESS; OR (VI) ANY INFORMATION, DOCUMENT, MATERIALS, TOOLS, UTILITIES, PRODUCT OR DATA THAT RELATING TO THE USE OF THE G-LINDE! APPS AND THE SERVICES; WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, OR SUCH CLAIM WAS REASONABLY FORESEEABLE AND NOTWITHSTANDING THE SUFFICIENCY OR INSUFFICIENCY OF ANY REMEDY PROVIDED FOR HEREIN OR IN ANY LICENSE.

we explicitly say so.

FOR GREATER CERTAINTY, IN NO EVENT SHALL WE (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE G-LINDE! APPS AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, MISUSE, ERROR, OR LOSS OF DATA ARISING FROM SUCH ACCESS AND USE.

More capital letters saying that G-LINDE! Liability is limited to the areas we explicitly say so.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50)

Here the "explicitly say so" part we were referring to above: Depending on the case, we may choose

AND (B) A QUARTER (1/4) AMOUNTS YOU'VE PAID G-LINDE! IN THE 12 MONTH PERIOD PRIOR TO THE DATE THE EVENT GIVING RISE TO THE CAUSE OF ACTION OCCURS (IF ANY);.

to refund you 1/4 any money you've paid in the last 12 months, or \$50, whichever is greater.

EXCEPT IN THE MANNER PROVIDED FOR IN THESE TERMS OF USE, G-LINDE!, ITS LICENSEES, AFFILIATES, AND THIRD PARTY SERVICE PROVIDERS, DISCLAIM, AND EXPRESSLY DO NOT PROVIDE ANY DIRECT OR INDIRECT, EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR MERCHANTABILITY OR MERCHANTABILITY; OR THAT THE G-LINDE! APPS, THE SERVICES, ANY THIRD PARTY SERVICES AND ONLINE SERVICES, AND ANY CONTENT, MATERIALS, TOOLS, UTILITIES, SOFTWARE AND FUNCTIONALITY WILL: (I) BE FIT OR SUITABLE FOR ANY SPECIFIC PURPOSE OR INTENDED USE; (II) MEET THE USERS' REQUIREMENTS AND EXPECTATIONS; (III) BE UNINTERRUPTED, FLAWLESS, TIMELY, ACCURATE, RELIABLE, SECURE OR ERROR FREE, OR; (IV) BE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. (V) ACCURACY OF DATA RECEIVED ON YOUR PART. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE G-LINDE! APPS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND YOU AGREE TO USE THE G-LINDE! APPS, THE SERVICES, ANY THIRD PARTY SERVICES AND ONLINE SERVICES, AND ANY CONTENT, MATERIALS, TOOLS, UTILITIES, SOFTWARE AND FUNCTIONALITY RELATED TO THE G-LINDE! APPS AT YOUR OWN RISK. YOU AGREE TO DETERMINE THE SUITABILITY OF THE G-LINDE! APPS AND SERVICES FOR YOUR INTENDED USE AND AGREE TO VERIFY ALL RESULTS OBTAINED USING THE G-LINDE! APPS AND THE SERVICES.

You can't hold us to things we haven't said in this document. And you'll decide for yourself if G-LINDE! Is the right product for you, and therefore you're responsible for that decision.

I. Termination of Service.

G-LINDE! May terminate this agreement and your use of the G-LINDE! Apps at

If you break the

any time without notice, including, without limitation, if you breach any of these terms. Subscribers may use G-LINDE! On an at-will basis until the agreement has been terminated by either party pursuant to the terms of this agreement or any related license agreement. The following are the ways in which the agreement between a subscriber and G-LINDE! May be terminated.

- a. You follow the "Close your G-LINDE! Account" instructions found on your Account page.
- b. We issue notice to any party to the effect that that party has in our reasonable judgment breached this agreement or any other agreement as between the parties and upon expiration of 7 days to remedy the breach and such party failing to do so.
- c. In case of a company, upon an order or a resolution being passed for the purposes of winding up the business activities other than for the purposes of amalgamation, merger or reconstruction or upon a composition agreement being made with the creditors.

Upon such termination, you must immediately cease using the G-LINDE! Apps indefinitely. We may at our option immediately block your access to the G-LINDE! Apps.

rules, we can close your G-LINDE! account(s). You can also unsubscribe easily any time you want.

J. Ownership and Disclosure of Information.

You own all of your business's private data, content and all information which you enter and use in connection with the Services. We do not claim any rights, proprietary or otherwise over any data or information which you may use or disclose in connection with the Service and the G-LINDE! Apps.

Notwithstanding the above, there may be circumstances in which we may be required to disclose data, such as the following:

- a. For the purposes of fraud prevention and law enforcement;
- b. To comply with any legal, governmental or regulatory requirement;
- c. To our lawyers in connection with any legal proceedings; and
- d. To comply with a court order.

If we are required to disclose your data or information, we will use our best

We want you to be in control of all your data. You own it. We do not. We won't disclose personally identifiable info except in cases like those below:

- a. To uphold our obligation to law enforcement;
- b. if we're required by

efforts to provide you with reasonable notice in the circumstances and if appropriate the right to challenge any such request. G-LINDE! [Privacy Policy](#) sets out in greater detail how we strive to protect your privacy and limit disclosure of your personal information.

law;
c. when we talk to our own lawyers; and
d. when required by law.
If we're required by law to divulge your info, or in any cases outlined above, we'll do our best to let you know ASAP and allow you to have your say about it.

K. Third Party Links, APIs and Content.

You may when using our Site and Services be directed to websites maintained by other third party service providers.

Some of the functionality of the Services and the G-LINDE! Apps interoperate with, and are highly dependent upon, application programming interfaces (APIs) from third parties, such as Google and Yahoo!. If at any point such third party services cease to make themselves or their APIs available to us on reasonable terms, we may cease to provide those third party services without entitling you to a refund, credit or other compensation. Your only recourse shall be to stop using the G-LINDE! Apps and the Services. In addition, if you authorize us to do so, we may grant third parties access to some or all (depending on the permission you give) of your private data, content and information through our own API for use in connection with their services.

You acknowledge that such sites and services are completely independent of the G-LINDE! Apps and as we have no control over them, we accept no liability in respect of your use, ability or inability to use them or any of the content of such sites. In addition, we may at any time in our discretion and without notice to you, discontinue providing our API to such third party services. You acknowledge that any use of the products and services offered by such third party services

If you find a link to something in G-LINDE! or use a service that relies on an API, including advertising links, we can't be responsible for what other people or companies are saying or doing.

providers (e.g. for the purposes of payment processing, direct deposit services, payroll tax return preparation, filing and government remittances) will be at your sole risk. You acknowledge that use of such third party service providers and their websites and services is, except where prohibited or modified by applicable law, subject to the terms, conditions and policies established by the third party service providers. You expressly hold us harmless and hereby release us from any liability whatsoever whether arising out of contract, tort or otherwise for and from any Claims (defined below) arising out of your use of, or inability to use, the products and services of third party service providers whether or not such use is ancillary to your use of the G-LINDE! Apps. The availability of such third party services in connection with the G-LINDE! Apps does not constitute an endorsement, warranty, or representation as to the fitness, suitability, merchantability, title, non-infringement, quality, or accuracy of the third party provider or its products or services.

L. Authorization to Export Data.

The subscriber and the user acknowledge that we may retain a copy of his/her/its transactional information gathered through the use of the G-LINDE! Apps and other information uploaded on the subscribers account. We may in certain circumstances export user information outside the Kenya. We shall not share personal information with anyone except in the manner provided in our [Privacy Policy](#).

To run our services, sometimes we need to make a copy of data files.

M. Force Majeure.

Neither party should be held liable for a delay or failure in performance of the agreement for services caused by reason of any occurrence of unforeseen event beyond its reasonable control, including but not limited to, acts of God, natural disasters, power failures, server failures, third party service provider failures or service interruptions, embargo, labour disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental actions. The party so affected by the unforeseen event shall be so excused on a day-to-day basis for the

If things outside of G-LINDE! Control interrupts G-LINDE! Services, neither you nor G-LINDE! is liable.

period of time equal to that of the underlying cause of delay.

N. Severance.

All provisions of these Terms of Use are, notwithstanding the manner in which they have been grouped together or linked grammatically, are severable from each other. If any of these Terms of Use should be determined to be unenforceable the remaining Terms of Use shall survive and remain in full force and effect and continue to be binding and enforceable.

One bad apple doesn't spoil the whole bunch. If you find an error in these terms, the rest of the terms are still in effect.

O. Governing Law and Dispute Resolution.

Except as otherwise set out herein, this Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of Kenya and are applicable therein as applied to agreements entered into and to be performed entirely within Kenya, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction. This agreement and any actions whatsoever taken by you in connection herewith and with any Service, software, tool, application or functionality, will be deemed to have been performed in Nairobi, Kenya. The parties hereto irrevocably submit and attorn to the exclusive jurisdiction and venue of the courts of the Kenya.

The laws of Kenya govern this agreement and anything that comes out of it.

You waive all rights to a trial by jury in connection with any legal proceeding or dispute against us. You further agree that any dispute or proceeding which you may bring against us shall be conducted on an individual basis and not a class-wide basis and that any such proceeding or dispute shall not be consolidated with any other dispute or proceeding which might arise between us and any other user.

If we get in a dispute, we'll resolve it without juries or class action suits.

P. Legal Status of Fraud-Vigilance LTD.

The websites www.Fraud-vigilance.com, are property of Fraud-Vigilance LTD. a company incorporated under the Kenya Business Corporations Act.

Our official name is Fraud-Vigilance LTD., and all of G-LINDE! Stuff belongs to that company. We're a Kenyan company, and we run fast!

Q. Language.

You and we expressly acknowledge and agree that this agreement and all related agreements, schedules, materials, licenses and policies be drafted in the English language only.

We do business in English.

R. Privacy Policy.

G-LINDE! [Privacy Policy](#) is hereby incorporated into this Agreement and applies to the collection, use, disclosure, retention, protection and accuracy of your personal information and your business' information (the "Information") collected for the purposes of the Services offered through our website. The G-LINDE! Privacy Policy is based on applicable legislation as well as 10 internationally recognized privacy principles, and may be updated from time to time.

We also have a [Privacy Policy](#), and that's part of the agreement we make with you. Please have a read.

S. Registration Information.

Subscribers and users are responsible for maintaining the confidentiality of their usernames, passwords and other access credentials which allow them use the G-LINDE! Apps and access the Services.

Keep your password safe!

V. Consumer Issues.

You acknowledge that you intend to use the G-LINDE! Apps and the Services for business purposes and not for individual consumer, household or domestic purposes.

G-LINDE! is made for businesses.

W. No Waiver

No delay or omission to exercise any right or remedy accruing upon any breach or default hereunder shall impair any such right or remedy nor be construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver (or consecutive waivers) of any single breach or default shall operate or be construed as a waiver of any subsequent breach or default.

This doesn't mean G-LINDE! waives its rights in any other circumstances, and shouldn't be interpreted as an indicator of future behavior.

X. Additional Terms for Additional Services

The use of certain Additional Services is subject to and governed by additional terms of service (i.e. the Specific Additional Service Terms, noted in the recitals at the beginning of this Terms of Use). If you use any of the Services listed immediately below, the linked Specific Additional Service-specific Term apply. In the event such additional or specific terms are inconsistent with the Specific Additional Service Terms, those Specific Additional Service Terms will control.

Rather than making these Terms even larger, we've opted to put some app-specific terms into place. These are the

<p>Developer API: Terms Of Service Including but not limited to developer.Fraud-vigilance.com</p>	<p>rules that govern the use of those specific apps linked to on the left.</p>
<p>Y. Digital Millennium Copyright Act.</p>	
<p>Some of the content provided on the G-LINDE! Apps from time to time may be contributed by users. You represent and warrant that any content or material provided to us does not breach the rights, including copyright, of others.</p>	<p>You agree not to infringe on other people's copyrights.</p>
<p>Procedure for Reporting Copyright Infringement Claims: If you believe your copyright in any work has been infringed and such work is accessible through the G-LINDE! Apps, you may notify G-LINDE! you must provide the following information when providing notice of the claimed copyright infringement, which G-LINDE! may then forward to the alleged infringer:</p> <ul style="list-style-type: none">a. identification of the copyrighted material that you believe has been infringed;b. identification of the allegedly infringing material on the G-LINDE! Apps, with sufficient detail to enable us to locate it on the G-LINDE! Apps;c. your address, telephone number and email address;d. a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;e. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; andf. provide your or your agent's physical or electronic signature. <p>You may provide this information in writing or by email notification to the following Designated Agent:</p> <p>Attention: Support Desk Fraud-Vigilance</p>	<p>If someone is infringing on your copyright, follow these instructions to let us know.</p>

Othaya road
P.O. BOX 12418-00100
Nairobi
info@fraud.vigilance.com

Upon receiving your complaint, G-LINDE! may remove content that you believe infringes your copyright.

Procedure for Counter-Notification: If material that you have posted to the G-LINDE! Apps has been taken down, you may file a counter-notification by contacting G-LINDE! copyright agent, who can be reached here, Attention: Copyright Agent, which counter-notification must contain the following details:

- a. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- b. A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- c. Your name, address and telephone number;
- d. A statement that, notwithstanding the choice of laws and venue otherwise set out herein, you consent for the purposes of this counter-notification and other proceedings under the DMCA to the jurisdiction of the Federal District Court for judicial district in which your address is located or, if your address is outside of the USA, for the jurisdiction of the Courts of the Province of Ontario in the City of Toronto, Canada, and that you will accept service of process from the person who submitted a notice in compliance with the section (c)(1)(C) of the DMCA, as generally described above; and
- e. Your physical or electronic signature.

NOTE THAT YOU MAY BE HELD LIABLE FOR DAMAGES, COURT COSTS AND ATTORNEY'S FEES INCURRED BY US, BY A COPYRIGHT OWNER, OR BY A COPYRIGHT OWNER'S LICENSEE IF YOU PROVIDE

If, following a complaint, we took something down that belongs to you, and you want it back up, follow these instructions.

If you file a false complaint, there will be consequences.

ANY FALSE INFORMATION, OR MISREPRESENT YOURSELF AS THE
RIGHTFUL OWNER OF COPYRIGHTED MATERIAL. YOU MAY ALSO BE
SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.