



# eMobiAir Terms & Conditions of Use

## Terms of Use

These Terms of Use constitute a binding agreement between you, the customer or end user, and SADIM Solutions LTD. ("SSL") with respect to your use of the services provided by SSL also known as eMobiAir CRM application.

All users and customers of SSL services upon signing up for said services, agree to comply with the TOU. The spirit of the TOU is to ensure customers are using SSL services with due regard to the rights of other Internet users and in conformity with the requirements of SSL network environment.

The TOU are not exhaustive and SSL reserves the right to add, delete, or modify any provision of its TOU at any time with notice, effective upon either the posting of the modified TOU to [www.sadimsolutions.com](http://www.sadimsolutions.com) or notification of the modified TOU.

Any complaints about a customer's violation of the TOU should be sent to [support@sadimsolutions.com](mailto:support@sadimsolutions.com). Except when expressly agreed to the contrary in writing by an authorized representative of SSL, this TOU supersedes any other agreement with SSL, whether written, oral, by conduct, or otherwise.

### Service

SSL will supply the customer with support and maintenance services for a period starting on the date of order for a period of one year. Such period will be renewed automatically for another consecutive period of one year, unless any party will give prior notice of 90 days.

The customer will be provided with support and maintenance to the system they ordered in the order form signed by the customer and agreed by SSL.

### Service guidelines

SSL will maintain the System in conformance with the Technical Requirements Protocol in a manner that shall include bug fixes, system errors, and take all appropriate measures to correct such errors and provide corrections to the System in accordance with the following:

- a) Class A Problems: In the case of significant errors or problems, such as total loss of functionality or loss of saved data, SSL will use its best efforts to provide the work around solution within (1) business day after becoming aware of such problems, and provide a permanent correction to the client within (5) business days thereafter.
- b) Class B Problems: In the case of lesser errors or problems, such as a partial loss of functionality for which there is a known work around or loss of saved data, SSL will use all reasonable efforts to provide the work around within five (5) business days after becoming aware of such problem and provide a permanent correction within thirty (14) business days thereafter or at a later time as may be agreed to in writing by the client.

- c) Class C Problems: In the case of cosmetic problems, such as improper program action without loss of functionality or data, SSL will verify and respond to such problems within twenty-one (21) business days after becoming aware of such problem and a correction by SSL shall be provided within (30) business days thereafter.
- d) Class D Problems: Problems arising in the storage facilities. In such case SSL will use all reasonable efforts to provide a solution subject to the storage facility abilities of correction. SSL will not be liable for any loss due to such Class D problems.

SSL will provide necessary guiding to assist the client operate the System accordingly.

Support will be given in any of the channels:

- i. 24/7 Web support portal - <http://sadimsolutions.com>
- ii. Telephone (in working hours, Monday - Thursday, EU working hours) +254702097385
- iii. E-mail - [support@sadimsolutions.com](mailto:support@sadimsolutions.com)

### Warranties and indemnification

SSL represents and warrants that the System materially and substantially conforms to the description and specifications set in the order of the system.

Except as specifically provided otherwise in this Agreement, no other warranties of any kind apply to the System, whether express or implied, and including, but not limited to, any implied warranties of merchant-ability and fitness for a particular purpose.

To the maximum extent permitted by applicable law, in no event, and under no theory of law or equity, will SSL (including, without limitation, SSL executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, affiliates, third-party providers, merchants, licensors, or the like) or anyone else involved in creating, producing, or distributing SSL services, be liable for the loss of a domain name, or any business or personal loss, revenues decrease, expenses increase, costs of substitute products and/or SSL services, or any other loss or damage whatsoever, or for any consequential, special, incidental, punitive or indirect damages of any kind arising out of any use of, or any inability to use, any SSL services even if SSL has been advised of the possibility of such damages. All claims and causes of actions arising in connection with SSL or SSL services are permanently barred unless the claim or cause of action is commenced within 6 months after the basis of the claim or the cause of action arose, regardless of any statutory limitation period allowing for a longer period. SSL total cumulative liability, if any, to customer, or any third party, for any and all damages, related to the TOU or SSL services, including, without limitation, those from any negligence, any act or omission by SSL or SSL representatives, or under any other theory of law or equity, will be limited to, and will not exceed, the actual amount paid by the customer for the services which gave rise to such damages, losses and causes of actions during the 1 -month period prior to the date the damage or loss occurred or the cause of action arose.

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The client warrants that he will not use the System in any unlawful manner or which constitutes illegal activity and/or publish in the System unlawful texts and /or pictures or alike.

The client agrees to indemnify, hold harmless and defend SSL from and against any and all actions, claims, losses damages, liabilities, awards, costs and expenses (including reasonable legal fees) resulting from, arising out of or based on any claim, suit, demand or action that made against SSL due to a breach of this Agreement or publishing any unlawful material and /or which violates or infringes any copyright, trade secret, or trademark of third parties.

## Force Majeure

SSL will not be liable for delays in its performance of the TOU or SSL services caused by circumstances beyond SSL reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labour or materials, labour disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively "Force Majeure").

SSL will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, lack of finances will not be considered an event of Force Majeure nor will any event of Force Majeure suspend any obligation of customers for the payment of money due.

## Waiver and Amendment

Any waiver, modification, or amendment of any provision of the TOU or other agreement for SSL services, initiated by a customer, will be effective only if accepted in writing and signed by an authorized representative of SSL.

## Intellectual property rights

SSL shall retain all title, rights and interest in the Source Code and in the creation and building skills and any INTELLECTUAL PROPERTY RIGHTS deriving from eMobiAir CRM system and/or and all CHANGES.

Customers will not, without SSL express written consent, copy, reproduce, republish, or otherwise use any material, in whole or in part, that is located on SSL website, and customers will not use any of SSL trademarks, service marks, copyrighted materials, or other intellectual property without SSL express written consent. Customers will not, in any way, misrepresent their relationship with SSL, attempt to pass themselves off as SSL, or claim that customers are SSL.

## Modification

SSL may discontinue, upgrade, replace, modify, or change in any way, without limitation, any software, application, program, data, hardware, equipment, or portions or components thereof, used to provide customers with SSL services.

Certain changes to SSL services may affect the operation of customers' personalized applications and content.

## Confidentiality

The parties undertake to keep all information disclosed during the Agreement by one Party to another fully disclosed and use all confidential measure to save such information from any other third party, except as required by law.

## Assignment

Customers may not assign or delegate their rights or obligations under the TOU or other agreement for SSL services, either in whole or in part, without the prior written consent of SSL.

## Billing & Invoice Payment

All invoices MUST be paid directly to SADIM Solutions Ltd.

ALL PAYMENTS ARE DUE ON THE ACCOUNT SERVICE START PERIOD.

The Account service period start date is the date of which the service period will start (according to your order)

If you provide SSL with your credit card information, you authorize SSL to automatically charge your credit or debit card for charges that apply to your account. Recurring charges will be posted to your credit card until such time that you cancel your account in accordance with SSL Billing Policy in the TOU.

SSL will then automatically charge your credit card on the next Account Statement Date. You are responsible for directly updating, or notifying SSL, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status).

Customers not paying by credit card agree to make payment of their balance due by the service period start date.

Accounts that are past due may be suspended at any time with or without notice. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for costs of collection including attorney's fees, court costs, and collection agency fees.

Billing cycles: SSL offers two Billing Cycles (terms) for hosting charges: Quarterly (3 months) and Yearly (12 months). The Billing Cycle begins on the Plan Activation Date. Non-credit card payment methods are limited to Annual or Quarterly Billing Cycles.

You may elect to change your Billing Cycle at any time; however, the new Billing Cycle will only take effect at the time of the next plan renewal.

All additional features added to an account, including any domains, are charged monthly, or otherwise according to the schedule agreed to upon signing up for said features. Additional items are non-refundable.



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### Account Renewals

In order to ensure that your services remain uninterrupted, all services, including without limitation, hosting, domains, and any additional features, will automatically renew at the end of the relevant billing cycle or registration term.

All renewal charges are based on the prevailing rate on the date of renewal according to the service selected. All services are renewed for the same billing cycle/term, with the exception of domain registrations, which are renewed for successive one-year terms. If you wish to cancel any of your services before the relevant expiration/renewal date, please refer to the Cancellation section below.

**Important Notice** - Domain name registrations and Web hosting accounts are handled by separate entities. In the event you need to cancel, you must specify whether you would like to cancel your domain name only, your hosting plan only, or both your domain and hosting accounts. The cancellation or expiration of your domain name does not automatically terminate your hosting account (or vice versa). If at any time you elect to manually renew any of your services (in whole or in part), you then become responsible for all future renewals of such services unless and until you notify SSL otherwise.

### Statements

SSL does not mail paper invoices or statements. Statements will be e-mailed to the customer.

### Cancellations

Cancellation requests must be received by SSL a minimum of ninety (90) days prior to the end of your Billing Cycle.

Cancellations submitted later than this time may result in automatic renewal of your account for the next Billing Cycle. Cancellations become effective on the day processed by SSL. SSL is unable to cancel your account effective for a future date.

SSL does not monitor, and will not automatically cancel, plans for problems related to non-usage, your ISP, or any other secondary issues not directly related to SSL services. Cancellation of services does not relieve the customer from paying any outstanding balance owed on the account.

SSL reserves the right to cancel any account, at any time, without notice, for any reason SSL considers appropriate.

### Billing Disputes/Refund Policy

There are no refunds.

SSL has a zero-tolerance policy for chargebacks. Any customer who disputes a credit card payment is subject to a fine, suspension and account termination at SSL discretion. A charge of \$25.00 per chargeback will be assessed to all accounts that receive a chargeback.

SSL policies and prices are subject to change with 30 days notice. Any price changes become effective in the next billing cycle.

### Governing Law

The TOU, and any other agreement for SSL services, will be governed by and construed in accordance with the laws of the Republic of Kenya.

Any litigation or arbitration between a customer and SSL will take place in Nairobi, Kenya, and the customer will consent to personal jurisdiction and venue in that jurisdiction.

If any provision or portion of the TOU or other SSL agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the TOU or the agreement will continue in full force and effect.

**Modified: April 1, 2017**