

## Introduction

Welcome to picopicaengineering.com website (the "Site"). These terms and conditions ("Terms and Conditions") apply to the Site. By accessing the Site, you confirm your understanding of the Terms and Conditions. If you do not agree to these Terms and Conditions of use, you shall not use this website. The Site reserves the right, to change, modify, add, or remove portions of both the Terms and Conditions of Use and the Terms and Conditions of Sale at any time. Changes will be effective when posted on the Site with no other notice provided. Please check these Terms and Conditions regularly for updates. Your continued use of the Site following the posting of changes to these Terms and Conditions constitutes your acceptance of those changes. Kindly review the Terms and Conditions listed below diligently prior to using this website as your use of the website indicates your agreement to be wholly bound by its Terms and Conditions without modification. You agree that if you are unsure of the meaning of any part of these Terms and Conditions or have any questions regarding the Terms and Conditions, you will not hesitate to contact us for clarification. These Terms and Conditions fully govern the use of this website. No extrinsic evidence, whether oral or written, will be incorporated.

### 1. Terms and Conditions of Use

You are either at least 18 years of age or are accessing the Site under the supervision of a parent or legal guardian. We grant you a non-transferable, revocable and non-exclusive license to use this site, in accordance with the Terms and conditions of Use, for such thing as; shopping for personal items sold on the site, gathering prior information regarding our products and services and making purchases. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. These Terms and Conditions of Use specifically prohibit actions such as: accessing our servers or internal computer systems, interfering in any way with the functionality of this website, gathering or altering any underlying software code, infringing any intellectual property rights.

Any breach of these Terms and Conditions of Use shall result in the immediate revocation of the license granted in this paragraph without prior notice to you. Should we determine at our sole discretion that you are in breach of any of these conditions, we reserve the right to deny you access to this website and its contents and do so without prejudice to any available remedies at law or otherwise.

Certain services and related features that may be made available on the Site may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes.

Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure.

The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section. During registration you agree to receive promotional emails.

## 1. USER SUBMISSIONS

Anything that you submit to the Site and/or provide to us, including but not limited to questions, reviews, comments and suggestions (collectively "Submissions") will become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit, in connection with such review, comment or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

## 2. ACCESSIBILITY OF THE WEBSITE

Our aim is to ensure accessibility to the website at all times, however we make no representation of that nature and reserves the right to terminate the website at any time and without notice. You accept that service interruption may occur in order to allow for website improvements, scheduled maintenance or may also be due to outside factors beyond our control

## 3. DISPUTE

Any dispute or claim relating in any way to your use of any Picopicaengineering Service, or to any products or services sold or distributed by Picopicaengineering will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## 4. Arbitration

Any disputes, controversies, or differences arising out of the implementation, interpretation, performance of these Terms and Conditions, shall be finally settled through arbitration by a single arbitrator to be appointed in accordance with the rules of Chartered Institute of Arbitrators. The arbitrator shall be a person who is legally trained and who has experience in the information technology field and is independent of either party. The venue of the arbitration shall be Nairobi. The language used in the arbitration proceedings shall be English. The award of the arbitrator shall be final and binding and may be entered in any court of competent jurisdiction and enforced in accordance with the Arbitration Act 1995 Chapter No. 4. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through competent courts.

## 5. TERMINATION

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon the termination of the Terms and Conditions, we shall, in addition to any other legal or equitable remedies, immediately revoke the password and account identification issued to you and deny your access to and use of the Site in whole or in part. Any termination of the Terms and Conditions shall not affect the respective rights and obligations (including without limitation payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination