

CIRCLE ART AGENCY LTD TERMS OF USE

1. Introduction

1.1. The following Terms of Use (the “Terms of Use”) govern your use of Circle Art Agency Limited (“CIRCLE”) Website as you may make use of our website <https://circleartagency.com/> (“the Website”), as a user.

2. Definitions

2.1. Use of the Website includes accessing or browsing to use our Website.

2.2. The Website includes all data, content, graphics, artwork, images, photographs, code, audios, videos, software and other material on, in or made available through the Website (the “Website Material”), as well as the look and feel, design, selection, coordination, arrangement, and organization of the Website Material (together with the Website Material, the “Website Content”), including but not limited to any intellectual property and proprietary rights therein.

3. Applicability of the Terms of Use

3.1. By using the Website, you accept and agree to these Terms of Use. These Terms make up the entire agreement between you and CIRCLE regarding your use of the Website and or any Website Material therein. They supersede any prior agreements.

4. Proprietary Rights

4.1. CIRCLE owns, solely or exclusively, all rights, title and interest in and to the Website, all data, content, graphics, artwork, images, photographs, code, audio/s, video/s, software and other material on, in or made available through the Website and or the Website Material as well as the look and feel, design, selection, coordination, arrangement, and organization of the Website Material (together with the Website Material, the “Website Content”), including but not limited to any copyrights,

trademark rights, moral rights and other intellectual property and proprietary rights therein.

4.2. Under no circumstances will you have any rights of any kind in or to the Website or the Website Contents, other than the right to use the Website in accordance with these Terms of Use.

5. Limited License

5.1. You may access and view the content on the Website on your computer or other device.

5.2. Unless otherwise specifically indicated in these Terms of Use, use of the Website and the services offered on or through the Website are only for your personal, non-commercial use.

6. Prohibited Uses

6.1. You agree that any commercial or promotional distribution, publication or exploitation of the Website or any Website Contents e.g. art, videos, exhibition stills etc. is strictly prohibited unless you have received the express prior written permission from CIRCLE or the right/s holder.

6.2. You further agree that you will not:

6.2.1. Use the Website for any illegal or unauthorized purposes that violate any laws (including import, export and copyright laws);

6.2.2. download, post, display, publish, copy, distribute, transmit, communicate to the public, broadcast or create derivative works from, or otherwise exploit any of the Website Contents; and

6.2.3. alter, edit, delete, remove, change the meaning or appearance of any of the Website Contents, including without limitation the removal or alteration of any trademarks, trade names, logos, service marks, copyright notices or any other proprietary notices on any Website Contents.

6.3. We reserve the right to suspend or terminate your access to and use of this Website and/or ability to use the services with or without notice for failure to comply with these Terms of Use, for providing us with untrue or inaccurate information about yourself, for infringement upon any of our proprietary rights, or for any other reason whatsoever or for no reason.

7. Intellectual Property rights

7.1. You may not use subject matter protected as Intellectual Property rights such as copyright, trademarks, without our prior, written permission.

7.2. Intellectual property rights such as copyright, trademarks by third parties may also appear on the Website from time to time; you may not use these Intellectual Property rights without prior, written permission of their respective owners.

7.3. You acknowledge and agree that nothing on the Website grants any right or license to use any of the Intellectual property rights such as copyright, trademarks or may be construed to mean that we have authority to grant any right or license on behalf of any third party Intellectual property rights such as copyright, trademarks owner.

8. Disclaimer

8.1. CIRCLE is not responsible for and do not guarantee the accuracy or completeness of any Website Content or other items contained within the Website.

8.2. We reserve the right to immediately remove or make changes to any Website Contents for any reason or for no reason in our sole discretion.

8.3. We provide the website on an "as is" basis. Your use of the website is at your own risk. We disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, copyright ownership and/or non-infringement of copyrights or other third-party proprietary rights. We do not warrant that the website will provide continuous, prompt, secure, or error-free service. We make reasonable, ongoing efforts to revise and update the website, but assume no liability for any errors or omissions, including the inaccuracy of content, or for any damages or losses that you or any third party may incur as a result of the unavailability of the website. We assume no responsibility, and shall not be liable for, any damages to, or viruses which may affect, your computer equipment or other property arising from your use of the Website.

8.4. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be liable to you for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms.

9. Liability

9.1. In no event, including but not limited to negligence, shall CIRCLE, its affiliates or licensors, or any of their respective members, managers, directors, officers, employees, agent and contractors (collectively, the "protected entities") be liable for any direct, indirect, special, incidental, consequential, exemplary, or punitive damages of any kind whatsoever, including lost revenues or lost profits, which may or does result from the use of, access to, or inability to use the Website, the website contents, user information, subscriber information, the services, products, information and other materials on and in and made available through the website.

10. Indemnification

10.1. You shall indemnify, defend and hold CIRCLE harmless against any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of or incurred in connection with your use of the Website or products or services obtained through the Website, your fraud, violation of law, negligence or willful misconduct, or any breach by you of these Terms of Use.

11. Governing Law and Jurisdiction

11.1. These Terms of Use represent the entire agreement between you and CIRCLE with respect to the subject matter hereof, and supersede any and all prior agreements, express and implied, and will be governed by and construed in accordance with the laws of Kenya.

12. Amendment to the Terms of Use

12.1. We may revise the Terms of Use at any time, without notice to you, such changes to be effective immediately upon posting on the Website as they are binding on you.

13. Severability

13.1. If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.

14. Statement Effective Date

14.1.1st April, 2021