

# **KUBA LEGAL PACK**

This Legal Pack includes Terms & Conditions, Privacy Policy, Service Provider Agreement, Website Disclaimer, and Cookie Policy.

Effective Date: 13th June 2026

Governing Law: Republic of Kenya

# 1. TERMS & CONDITIONS

Kuba is a multi-service digital platform connecting users with independent service providers.

Kuba acts solely as a technology intermediary and is not an employer or agent of service providers.

Users and providers must be 18 years or older and provide accurate information.

## Payment Terms

All payments must be processed through approved Kuba payment systems.

Kuba may deduct a platform commission.

Funds may be held temporarily for dispute resolution.

Service providers are responsible for taxes under Kenyan law.

## Cancellation & Refund Policy

Users may cancel within the permitted time window without penalty.

Late cancellations or no-shows may attract a fee.

Refunds are issued at Kuba's discretion after review of disputes.

## Limitation of Liability

Kuba is not liable for indirect or consequential damages.

Maximum liability shall not exceed the amount paid for the disputed service.

Users engage providers at their own discretion and risk.

## Intellectual Property

All Kuba branding, software, systems, and content remain the exclusive property of Kuba.

Unauthorized reproduction or distribution is prohibited.

## Dispute Resolution

Parties shall first attempt amicable resolution.

Disputes shall be referred to mediation, then arbitration in Nairobi if unresolved.

Kenyan courts retain jurisdiction for enforcement.

## **2. PRIVACY POLICY**

Kuba complies with the Data Protection Act, 2019 (Kenya).

We collect personal information including names, contact details, payment data, and service history.

Data is used to facilitate services, improve performance, and comply with legal obligations.

### **Data Protection Measures**

Encryption protocols and secure payment gateways are implemented.

Access controls restrict unauthorized access.

User data is not sold to third parties.

### **3. SERVICE PROVIDER AGREEMENT**

Service Providers operate as independent contractors.

Providers must maintain required licenses and qualifications.

Providers must not solicit clients outside the platform to avoid commission.

Violation may result in suspension, termination, forfeiture of earnings, or legal action.

## **4. WEBSITE DISCLAIMER**

All services are provided 'as is' without warranties of any kind.

Kuba does not guarantee uninterrupted access to the platform.

Kuba is not responsible for third-party content or links.

## **5. COOKIE POLICY**

Kuba uses cookies to improve user experience and analyze traffic.

Users may manage cookie preferences through browser settings.

By using the platform, users consent to cookie usage.

## **6. NAIROBI LAUNCH ADDENDUM**

Initial operations are based in Nairobi, Kenya.

Compliance with local county regulations and Kenyan national laws applies.

Expansion to other regions will comply with applicable local regulations.