

# **KUBA SERVICE PROVIDER AGREEMENT**

This Agreement governs the terms under which the Service Provider will offer services via Kuba Platform.

Effective Date: **13th June 2026**

Governing Law: Republic of Kenya

# 1. DEFINITIONS

Platform: The Kuba web and mobile application and associated services.

Service(s): Specific tasks offered by the Provider via the Platform.

User/Client: Any individual or organization booking services through Kuba.

Content: Text, images, data, or materials uploaded or shared on the Platform.

# 2. NATURE OF RELATIONSHIP

The Provider operates as an independent contractor and is not an employee, agent, or partner of Kuba.

Provider is solely responsible for service delivery, compliance, and legal obligations.

Kuba only facilitates connections and does not guarantee service quality or safety.

# 3. PROVIDER OBLIGATIONS

Maintain all necessary licenses, certifications, and permits.

Provide services professionally, timely, and lawfully.

Maintain confidentiality of User data and Platform information.

Do not solicit Users outside the Platform.

Keep records of service delivery as requested by Kuba.

# 4. PLATFORM USAGE

Do's: Update availability and services accurately, communicate professionally, use Platform legitimately.

Don'ts: Misrepresent qualifications, harass Users, share confidential info, bypass Platform fees.

Violations may lead to suspension, termination, forfeiture of earnings, or legal action.

# 5. PAYMENT TERMS

Payments via approved Kuba methods; escrow may be used until service confirmation.

Kuba deducts platform commission as agreed before service.

Provider responsible for taxes under Kenyan law.

Disputed payments reviewed by Kuba; fraudulent chargebacks may lead to suspension or legal action.

## **6. CANCELLATION & REFUNDS**

Minimize cancellations; repeated cancellations may incur penalties.

Refunds issued only if service not delivered or materially deviated.

Emergency cancellations must be communicated promptly to Kuba and Users.

## **7. CONFIDENTIALITY & DATA PROTECTION**

Provider must maintain confidentiality of User data, trade secrets, financial info, and Platform processes.

Breaches may result in termination and legal liability.

Provider agrees to comply with Kuba Privacy Policy and Kenya Data Protection Act, 2019.

## **8. INTELLECTUAL PROPERTY**

Kuba retains rights to Platform software, branding, and proprietary content.

Provider retains rights to original materials but grants Kuba a non-exclusive license to display them.

Content created for Kuba in collaboration belongs to Kuba unless agreed otherwise in writing.

## **9. INDEMNIFICATION**

Provider indemnifies Kuba from claims, losses, damages, or liabilities arising from breaches,

misconduct, or illegal acts.

## **10. BACKGROUND CHECK & VETTING**

Kuba may conduct background checks and credential verification.

Platform approval does not guarantee endorsement or performance.

## **11. LIMITATION OF LIABILITY**

Kuba not liable for indirect, incidental, punitive, or consequential damages.

Total liability limited to fees collected for disputed service.

Users engage Providers at their own risk.

## **12. DISPUTE RESOLUTION**

Attempt amicable resolution first.

Disputes proceed to mediation, then binding arbitration in Nairobi if unresolved.

Agreement governed by Republic of Kenya law.

## **13. TERMINATION**

Kuba may suspend or terminate Provider access for breaches, misconduct, fraud, or legal non-compliance.

## **14. FORCE MAJEURE**

Neither Party liable for delays or failures due to events beyond reasonable control (natural disasters, government actions, outages, unrest).

## **15. ACKNOWLEDGEMENT**

By clicking accept, Provider acknowledges reading, understanding, and agreeing to this Agreement.