

# **KUBA USER TERMS & CONDITIONS**

These Terms govern access and use of the Kuba multi-service platform.

Effective Date: 13th June 2026

Governing Law: Republic of Kenya

# 1. DEFINITIONS

Platform: The Kuba web and mobile application.

User: Any individual or entity booking services through Kuba.

Service Provider: Independent contractor offering services via the Platform.

Services: Tasks or work booked through the Platform.

# 2. ROLE OF KUBA

Kuba acts solely as a technology intermediary connecting Users and independent Service Providers.

Kuba does not directly provide the listed services unless expressly stated.

Kuba does not guarantee the quality, safety, or legality of services.

# 3. USER OBLIGATIONS

Provide accurate and truthful information.

Use the Platform for lawful purposes only.

Treat Service Providers respectfully and professionally.

Make payments through approved Kuba payment systems only.

# 4. PROHIBITED CONDUCT

Circumventing the Platform to avoid payment of fees.

Harassment, discrimination, or abusive conduct.

Fraudulent chargebacks or false disputes.

Posting false reviews or misleading information.

# 5. PAYMENT TERMS

All payments must be processed via Kuba-approved methods.

Payments may be held in escrow until service completion confirmation.

Cancellation fees may apply depending on timing.

Fraudulent payment reversals may result in suspension and legal action.

# 6. CANCELLATION & REFUND POLICY

Users may cancel within the allowed time window without penalty.

Late cancellations or no-shows may incur charges.

Refunds are issued only if service was not delivered or materially deviated from the agreed scope.

## **7. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Kuba is not liable for indirect or consequential damages.

Kuba's total liability shall not exceed the amount paid for the disputed service.

Users engage Service Providers at their own discretion and risk.

## **8. PRIVACY & DATA PROTECTION**

Kuba collects personal information necessary to facilitate services.

Data is processed in accordance with applicable Kenyan data protection laws.

Kuba implements encryption, access controls, and secure systems to protect information.

Users may request access, correction, or deletion of their personal data subject to legal requirements.

## **9. DISPUTE RESOLUTION**

Parties agree to attempt amicable resolution first.

If unresolved, disputes shall proceed to mediation, then binding arbitration in Nairobi, Kenya.

These Terms are governed by the laws of the Republic of Kenya.

## **10. ACCOUNT SUSPENSION & TERMINATION**

Kuba may suspend or terminate User accounts for breach of these Terms, fraudulent activity, or misuse of the Platform.

## **11. DISCLAIMER**

The Platform is provided 'as is' without warranties of any kind.

Kuba does not guarantee uninterrupted or error-free access.

## **12. ACCEPTANCE**

By creating an account or using the Platform, the User confirms acceptance of these Terms.