

TERMS AND CONDITIONS

OVERVIEW

This website imla.io is operated by **THE DISCOVERY LABS LIMITED**. Throughout the site, the terms “we”, “us” and “our” refer to **THE DISCOVERY LABS LIMITED** which offers this website, including all information, tools, and Services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

ONLINE SERVICE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or you have given us your consent to allow any of your minor dependents to use this site.

You may not use our site, content, information, or products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any Kenyan laws or laws applicable in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

REQUIREMENTS FOR REGISTRATION

You may be required to register with us in order to access and use certain features of the Service. In order to use the Service, you hereby consent to provide and agree to complete all required information elements on the Service registration web pages. You undertake and agree to provide true, current, complete and accurate information and maintain it as current and accurate. We may require you to provide additional information as a condition of continued use of the Service, or to assist in determining whether to permit you to continue to use the Service.

We, in our sole and absolute discretion, may refuse to approve or may terminate existing registrations with or without cause or notice, other than any notice required by any applicable law, and not waived herein.

By agreeing to this Terms of Service for Buyers, you represent that you are:

- 18 years old or older; and
- capable of entering into a legally binding agreement.

LIMITATIONS ON THE USE OF SERVICE

We reserve the right to change, suspend or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any Service feature, without notice and without liability. We also reserve the right to impose limits on certain Service features or restrict access to parts or all of the Service without notice and without liability.

We do not warrant that the functions contained in the Service will be uninterrupted or error-free, and we shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures, or other interruptions that may affect the receipt, processing, acceptance, completion of the Service).

We may limit or suspend your use of the Service at any time, in our sole and absolute discretion. If we suspend your use of the Service, we will attempt to notify you by electronic mail and/or SMS.

USERNAME AND PASSWORD INFORMATION

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to:

- 1) Maintaining the confidentiality of your username and password,
 - 2) Any and all transactions by persons that you give access to or that otherwise use such username or password,
 - 3) Any and all consequences for the use or misuse of your username and password. You agree to notify us immediately of any unauthorized use of your username or password or any other breach of security regarding the Service of which you have knowledge, and
 - 4) Ensure that you exit from your account at the end of each session when accessing the Service.
- We will not be liable for any loss or damage arising from your failure to comply with this Section.

PRIVACY

You understand and agree that personal information provided to us in connection with the Service is subject to **DISCOVERY LABS LIMITED's** Privacy Policy.

CONFIDENTIALITY

Any content (including video, audio, and written documents) or other text that you provide to us for the purpose of providing the Services will be your "Confidential Information," except to the extent such content (a) are known to us prior to receipt from you from a source other than one having an obligation of confidentiality to you; (b) become known (independently of disclosure by you) to us directly or indirectly from a source other than one having an obligation of confidentiality to you; or (c) become publicly known or otherwise cease to be secret or confidential, except through a breach of this Section by us.

DISCOVERY LABS LIMITED will use the Confidential Information solely for the purpose of providing the Services to you (the "Permitted Purpose"). We will not, without your prior consent, disclose to any third party your Confidential Information, other than furnishing such Confidential Information to our directors, officers, employees, agents, consultants, contractors, representatives or affiliated entities (collectively, "Associated Persons") who need to have access to such Confidential Information in connection with the Permitted Purpose. We and all associated persons will use reasonable care to protect the confidentiality of your Confidential Information.

LIMITATIONS OF LIABILITY; FORCE MAJEURE

You expressly understand and agree that **DISCOVERY LABS LIMITED** will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data, or other intangible losses (even if we have been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

If you are dissatisfied with any portion of the service or with these terms of service, your sole and exclusive remedy is to discontinue the use of the service.

DISCOVERY LABS LIMITED shall not be liable in the event of any disruption of the Service or any part thereof resulting from Force Majeure and **DISCOVERY LABS LIMITED** may suspend the Service or part thereof in such an event. Force Majeure for purposes of this Terms of Service means any situation or event that makes it impossible for **DISCOVERY LABS LIMITED** to perform its obligations and includes but is not limited to any act of God such as lightning, floods, earthquakes, prohibitive decisions made by the government or local authority or civil war conflict and industrial strikes as well as any global or partial dysfunction of the Service caused by disruption or suspension of the telecommunication facilities.

JURISDICTION; GOVERNING LAW

This Terms of Service shall be governed in all aspects in accordance with the Laws of Kenya and a court of complete jurisdiction in Kenya shall determine every claim or dispute arising out of or in connection with this Terms of Service.

MODIFICATION OF TERMS OF SERVICE

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of this Terms of Service at any time by posting a notification on **DISCOVERY LABS LIMITED's** Web Site or otherwise communicating the notification to you. The changes will become effective and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward basis after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Service.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control or input.

You acknowledge and agree that we provide access to such tools” as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new Services and/or features through the website (including, the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products, and Services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

PERSONAL INFORMATION

Your submission of personal information through the website is governed by our Privacy Policy. To view our Privacy Policy, please see [privacy policy](#)

ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to service descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your transaction).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions, as set forth in the Terms of Service, you are prohibited from using the site or its content:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information;

(g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and Services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **DISCOVERY LABS LIMITED**, our directors, officers, employees, affiliates, agents, contractors, interns, fellows, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless **DISCOVERY LABS LIMITED** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, fellows, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Kenya.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@imla.io

Our contact information is posted below:

Name: Discovery Labs Limited

Email: support@imla.io

Location: 43 Dove Close, Kuwinda Road, Karen, Nairobi, Kenya

Telephone Number: +254720572303

COOKIE POLICY

This document is meant to explain the types of cookies and other tracking technologies that **DISCOVERY LABS LIMITED** may place on your device when you are visiting our web properties.

What are cookies?

A cookie is a small amount of information that's downloaded to your computer or device when you visit certain websites. We use a number of different cookies on **DISCOVERY LABS LIMITED's** website, including strictly necessary, performance, advertising, and social media or content cookies. Cookies make your browsing experience better by allowing the website to remember your actions and preferences (such as login and region selection). This means you don't have to re-enter this information each time you return to the site or browse from one page to another. Cookies also provide information on how people use the website, for instance, whether it's their first time visiting or if they are a frequent visitor. Read more about cookies (and other similar tracking technologies) and how we use the data collected through these technologies, in our Privacy Policy.

What cookies do we use and why?

Some cookies are necessary to allow you to browse our website, use its features, and access secure areas. The use of these cookies is essential for the website to work. For example, we use user-input cookies for the duration of a session to keep track of a user's input when filling in forms that span several pages.

We also use functional cookies to remember choices you've made or information you've provided, such as your username, language, or the region you are in. This allows us to tailor your website experience specifically to your preferences. For example, authentication cookies are functional cookies that are used for the duration of a session (or persistent, if you agree to the "remember me" function) to allow users to authenticate themselves on subsequent visits or to gain access to authorized content across pages. The functional cookies we use include:

- User-centric security cookies to detect authentication abuses for a limited persistent duration, like repeated failed login attempts. These cookies are set for the specific task of increasing the security of the service.
- Multimedia content player session cookies (flash cookies) are used for the duration of a session to store technical data needed to play back video or audio content (e.g. image quality, network link speed, and buffering parameters).
- Load balancing session cookies are used for the duration of the session to identify the same server in the pool in order for the load balancer to redirect user requests appropriately.

- User interface customization persistent cookies are used to store a user's preference regarding a service across web pages.

THE DISCOVERY LABS LIMITED is dedicated to user experience and we use many tools to help us improve our website and our commerce platform. To this end, we use reporting and analytics cookies to collect information about how you use our website and how often. These cookies only gather information for statistical purposes and only use pseudonymous cookie identifiers that do not directly identify you. The performance cookies we use include:

- First-party analytics cookies - We use these cookies to estimate the number of unique visitors, to improve our websites, and to detect the most searched-for words in search engines that lead to a webpage. These cookies are not used to target you with online marketing. We use these cookies to learn how our websites are performing and make relevant improvements to improve your browsing experience.
- Third-party analytics cookies - We also use Google Analytics and other third-party analytics providers listed below to help measure how users interact with our website content. These cookies “remember” what our users have done on previous pages and how they've interacted with the website. For more information on Google Analytics, visit [Google's information page](#). For instructions on how to opt out of Google Analytics, see below.

Advertising cookies are used on our website to tailor marketing to you and your interests and provide you with a more personalized service in the future. These cookies remember that you visited our website and we may share this information with third parties, such as advertisers. Although these cookies can track your device's visits to our website and other sites, they typically cannot personally identify you. Without these cookies, the advertisements that you see may be less relevant and interesting to you. We do not set advertising cookies through our merchants' storefronts ourselves, though merchants may choose to do so independently.

Finally, Social and Content cookies are placed by many social media plugins (for example the Facebook 'like' button), and other tools meant to provide or improve the content on a website (for example services that allow the playing of video files, or that create comments sections). We integrate these modules into our platform to improve the experience of browsing and interacting

with our websites. Please note that some of these third-party services place cookies that are also used for things like behavioral advertising, analytics, and/or market research.

Policy Date: 25th May 2023