

Thank you for choosing Bunifu. Please carefully read the terms and conditions outlined below.

## 1. GENERAL

1. In these Terms and Conditions of Purchase (“Purchase Terms”) and website usage:
  1. “Bunifu” refers to the company – Bunifu Technologies Limited
  2. “Customer” means an individual or a legal entity purchasing Product.
  3. “User” means anyone who has signed up as a member on the website e.g. for blog or forum participation. Customers are automatically created accounts upon product purchase.
  4. “Bunifu Framework” means Bunifu Framework the software product / service with its company being Bunifu Technologies Limited registered under cap 486 laws of Kenya.
  5. “Product” means any Bunifu Framework software program and its product lines or service furnished to Customer or user subject to the applicable end-user license agreement or terms of use as set forth by Bunifu Technologies Limited.
2. Customer accepts these Purchase Terms by placing an order for Product with Bunifu Framework. Orders placed by Customer with an external Bunifu Framework distributor are subject to terms and conditions of purchase set forth by Bunifu Technologies.

## 2. USER /CUSTOMER ACCOUNT DETAILS

You’re responsible for keeping your account name and password confidential. You’re also responsible for any account that you have access to, whether or not you authorized the use. In case of unauthorized use, you’ll immediately notify us in case of such. We will not responsible for any losses due to stolen or hacked passwords. We don’t have access to your current password – all passwords are encrypted for security reasons, we may only reset your password.

## 3. ACCOUNT DISPUTES

Bunifu does not arbitrate disputes over who owns an account / license. You won’t request access to or information about an account / license that’s not yours, and you’ll resolve any account-related disputes directly with the other party. We decide who owns an account / license based on the content of the emails in that account, and if multiple people or entities are identified in the content, then we’ll rely on the contact information listed for that account.

## 1. ORDER PLACEMENT AND ACCEPTANCE

1. Customer may place an order with Bunifu Framework:
  1. online using the product website <https://bunifuframework.com/hotmess>
2. Order details shall be in English or any language supported by Google Translate. Customer can modify order details before acceptance of the Customer order. English is the preferred language for order-related enquiries.

3. Any order is not binding upon Bunifu Framework until accepted by Bunifu Technologies Limited. Non-acceptance of an order may be the result of one of the following:
  1. failed payment;
  2. growing backlog or negative payment history;
  3. incomplete or incorrect order details, such as missing e-mail address for delivery, missing Customer billing address, or a pricing or product description error, among others;
  4. ineligibility according to the order criteria (e.g. entitlement to upgrade or to certain Product purchase options restricted to particular users or purpose of use).
4. Customer may place order via our accredited software distributors as well. The terms and conditions here shall apply as well.

## **2. PRICES AND PAYMENT TERMS**

1. Bunifu Technologies Limited sets prices and accepts payments for its Products in the following currency: USD. Prices are subject to change by and reserves that right.
2. Bunifu Technologies Limited accepts major debit and credit cards (collectively, "payment cards"). Bunifu Technologies Limited is not responsible for any payment failure resulting from inaccurate payment card details provided by Customer when placing an online order, any restrictions applicable to payment card by Customer's bank, or payment gateway failure.
3. Bunifu Technologies Limited only accepts purchase orders from Customers with clear payment history.
4. We work with partners such as PayPal and PayPro to process payments and you accept to process payments on our behalf and collect data related to order processing.

## **3. PRODUCT DELIVERY**

1. Bunifu Framework ships no physical Products. Any details necessary to enable Customer to download and/or use the purchased Product (including license keys or access details where applicable) will be delivered by Bunifu to the Customer via e-mail to an e-mail address provided by Customer. Customer is responsible for providing Bunifu Framework with a valid e-mail address for delivery purposes. No shipment is charged by Bunifu UI .NET Framework for e-mail delivery.
2. Bunifu will use its best efforts to deliver Product purchased by Customer instantly via download. Bunifu UI .NET Framework shall not be liable for any failure to deliver Product within this timeframe.

## **4. FREE TRIALS**

Any free trial or other promotion that provides access to a Premium Service must be used within the specified time of the trial. The free trial service will stop

upon expiry date and the product will stop working. Should that happen, users are advised to upgrade to premium in order to continue using the product.

#### **5. TAXES AND DEDUCTIONS**

1. Product prices do not include any national, state or local sales, use, value added or other taxes. Customer shall pay any such taxes, if applicable.
2. Customer bears sole responsibility for any withholding tax liabilities, and no deductions shall be made by Customer from the amount payable to Bunifu under any Bunifu invoice.

#### **6. WITHDRAWAL AND REFUND POLICY**

1. Any refund request following the Product purchase date will be subject to the prior authorization by Bunifu and acceptance of such request shall be at the sole discretion of Bunifu. Refunds will only be processed within 30 days from the time of purchase.

#### **7. MISCELLANEOUS**

1. No terms and conditions other than the terms and conditions contained herein shall be binding upon Bunifu unless accepted by Bunifu in writing signed by the duly authorized Bunifu representative Limited. If Customer's terms and conditions of purchase are different from or in addition to these Purchase Terms, these Purchase Terms shall prevail.
2. These Purchase Terms and any end-user license agreements or terms of use applicable to Products are subject to change by Bunifu Technologies Limited upon notice

#### **8. LIMITATION OF LIABILITY**

1. You hereby agree that Bunifu shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service

#### **1. NO WARRANTIES**

1. That Bunifu does not warrant that the Service will be uninterrupted, timely, secure, or error-free.
2. Bunifu does not warrant that the quality of the products, information, or other material purchased or obtained by you through the website will meet your standards, or that any errors in the Product will be guaranteed to be fixed.

#### **1. PRIVACY POLICY**

The information you provide us with may be used according to our [privacy policy](#). The referred privacy policy is part of these terms and conditions.

#### **13. FORCE MAJEURE**

Bunifu will not be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

#### **14. SEVERABILITY**

If it turns out that a section of this Agreement is not enforceable, then that section will be removed or amended as necessary, the rest of the Terms will still be valid.

#### **15. SURVIVABILITY**

Should this Agreement be terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by You, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

#### **16. AMENDMENTS AND WAIVER**

Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

#### **17. ASSIGNMENT**

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

#### **18. DISCLAIMERS**

Bunifu is not responsible for the behavior of any advertisers, linked websites, or other Members.

#### **19. NOTIFICATION OF SECURITY BREACH**

In the event of a security breach that may affect you or anyone with an account, we will do our best possible notify you of the breach within 72 hours and provide a description of what happened. Should we prompt you further action you should take e.g. change of password etc. please take those steps as you are responsible to your account management.

#### **1. GOVERNING LAW AND JURISDICTION**

1. These terms and conditions will be governed by and construed in accordance with laws of Kenya, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of the republic Kenya.

For any questions regarding these Purchase Terms, please contact Bunifu below:

P.O. BOX 41064 – 00100, Nairobi, Kenya

Honass Riar Apartments, Ngong Road, Ole Odume – Riar Road Junction, Block A5

Telephone: +254 776 269 122

Mobile: +254 791 801 799

Email: [privacy\[at\]bunifu.co.ke](mailto:privacy[at]bunifu.co.ke)

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