

1. Introduction

Welcome to our website www.techknow.co.ke where you can read Techknow Africa Magazine online, order advertising space, subscribe to the magazine and much more. This website is operated and maintained by Zillah technologies Limited.

Your use of the Website is subject to the following Terms & Conditions of Use, which you are deemed to accept by using the Website. If you are not prepared to comply with these terms you must leave the website immediately.

Additional terms shall apply:

- to any purchases you make through the Website;
- to any booking you make through the Website; and
- Where you are given an opportunity to place advertisements for goods or services on the Website.
- If, for any reason, Zillah Technologies believes that you have not complied with any of these Terms & Conditions it may, at its sole discretion, suspend or cancel your access to all or some of the Website immediately and without giving you any advance notice.
- Without prejudice to the provisions of Clause 1.4, you agree to compensate Zillah technologies in respect of any claims, losses, expenses and/or liabilities (including legal fees) which arise from your use of the Website and/or the Zillah technologies Materials (as defined in Clause 8.2) (or by a third party using your user name and password) including in particular (but not limited to) any statements, contributions or other content posted on the Website or any breach of Clause 4.
- Zillah Technologies reserves the right to vary these Terms & Conditions of Use from time to time. Such variations become effective immediately upon the posting of the varied Terms & Conditions on the Website. By continuing to use the Website you will be deemed to accept such variations. You should therefore check the Website from time to time to review the then current Terms & Conditions. These Terms & Conditions are current as at September 2019

2. Registration

To access certain parts of the Website, Zillah technologies may require you to register and provide certain information about yourself. You will need to (a) satisfy the minimum age requirement; (b) provide us with complete and accurate registration

Website: <https://techknow.co.ke> Mail: info@techknow.co.ke Mail: editor@techknow.co.ke

Tel: +254704054956 : +254764986314

FB: Techknow Africa Twitter: @africatechknow Instagram: techknowafrica

information; (c) ensure your use of the Techknow Africa website service is in accordance with these Terms and any applicable laws (as defined in paragraph 4 and 5, below)

Where information (including sensitive financial or personal information) is provided to Zillah technologies (whether directly through the Website or otherwise) you accept that these methods of communication cannot be 100% secure. Where sensitive financial information is provided to Zillah technologies it uses encryption software to attempt to prevent unauthorized access to this information being obtained. However, Zillah Technologies cannot accept any responsibility or liability for any damages (other than liability for death or physical injury arising out of the negligence of Zillah Technologies or its officers or any liabilities that cannot, as a matter of law, be excluded) arising from the misuse or loss of data or information submitted by you to Zillah Technologies directly through the Website or otherwise. The provision of personal information by you and use of it by Zillah technologies is subject to the Zillah technologies Privacy Policy (see below).

Where you register on the Website, you will be allocated a user name and password. These account details must be used solely by you; sharing your user name and password with any other person or making it available to multiple users on a network is strictly prohibited. Accordingly, you agree to:

- Maintain the security of your user name and password and be fully responsible for all use of the Website made using your user name and password;
- Immediately notify Zillah technologies if you become aware of any unauthorized use of your user name and password or any other breach of security by sending an appropriately worded email to the contact details shown on the Contact section of the Website; and
- Ensure that you exit from your website account at the end of each session.

In order to use the Techknow website service, you will require access to the world-wide web. You are responsible for any connection, service and other fees associated with such access and for providing all equipment necessary to enable you to connect to the world-wide web (including a computer and modem or other access device). Zillah Technologies cannot and will not be liable for any losses, damages or costs arising from your failure to comply with these requirements.

3. Intellectual Property Rights

Website: <https://techknow.co.ke> Mail: info@techknow.co.ke Mail: editor@techknow.co.ke

Tel: +254704054956 : +254764986314

FB: Techknow Africa Twitter: @africatechknow Instagram: techknowafrica

Intellectual Property Rights in the material on the Website are owned by Zillah Technologies or are included with the permission of the owner of the rights. As an author, to the Website, you may download a single copy of the material on the Website on a single computer for your own private viewing [/listening] purposes only. Single copies of pages from the Website may be printed out for the sole purposes of enabling the person printing the page to retain a copy for their own personal records. No copying or distribution of material on the Website for any commercial or business use is permitted without our prior written consent. No photography, filming, broadcast, alteration or modification of the pages of the Website is permitted without our prior written consent except as may be reasonably necessary to use the Website in good faith. Subject to this paragraph, all rights in material on the Website are reserved to Zillah Technologies

All Zillah Technologies trade marks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are the intellectual property rights of Zillah Technologies and neither they nor any confusingly similar versions may be used by you including (but not limited to) as part of any trade marks and/or domain names without the prior written consent of Zillah Technologies other than for the purpose of referring to Zillah Technologies and its associated brands lawfully and in good faith (only).

4. Prohibited use

You agree not to use the Website:

- To create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Website except where expressly permitted on the Website;
- To disseminate advertisements on the Website or use the Website for any other commercial purposes (which would include using the Website to promote or encourage the sale of your goods/services ;)
- To place links on the Website where those links take users to unlawful material or material that contravenes these Terms and Conditions;
- To transmit or re-circulate any material obtained from the Website to any third party except where expressly permitted on the Website;
- In such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these Terms and Conditions;

- To disseminate any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- To disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- To disseminate any material which is or may infringe the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;
- To disseminate any material which compromises the privacy or security of anyone other than yourself;
- To disseminate any material which does or may bring Zillah Technologies or any of its brands into disrepute or in any way damage its reputation;
- To disseminate any material where use of the material by Zillah Technologies, or any third party licensed or permitted by Zillah Technologies, will give rise to any third party claims; or
- To post link(s) that take users to material that contravenes any of the above restrictions.

5. Specific Rules of Conduct

The pages of the Website where you are capable of posting content are provided for your public, relevant, fair and appropriate information, opinions and comment. Use of the Website that is inconsistent with those stated purposes is strictly prohibited. By submitting any content to the Website, you:

Grant Zillah Technologies the right to use such content and all material embodied therein for any purposes including, without limitation, to edit, copy, reproduce, translate, disclose, post and/or remove such content from the Website.

Warrant to Zillah Technologies that all such content complies with the provisions of Clause 4; and

Acknowledge that Zillah Technologies may require you to confirm the above rights and warranties and agree to do so within 7 days of any request from Zillah Technologies.

Zillah Technologies reserves the right (but not the obligation) at its sole discretion to refuse, review edit, move or remove any content that is posted to, or available on, the Website without the need to give any reasons for doing so. However, Zillah Technologies will not review the materials that you or anyone else makes to the Website and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that Zillah Technologies is aware of it. If you object to the publication of any material placed on the Website please contact Zillah Technologies using the contact us link (usually at the bottom of the Website) and we will take whatever action we deem appropriate.

Zillah Technologies accepts no responsibility for any statements, material or other submissions placed on our online forums by you or any third party, or for any loss or damage resulting from your breach of these Terms and Conditions.

6. Use of Software

Copyright in any software that is made available for download from the Website and/or the Zillah Technologies Materials (as defined in Clause 8.2) belongs to Zillah Tech or its suppliers. Your use of the software is governed by the terms of any license agreement that may accompany or be included with it. Do not install or use any software unless you agree to such license agreement.

7. Links to Third Parties

- You may link to the Website but strictly only on the basis that you do not replicate the pages of the Website, and subject to the following conditions:
- You do not create a frame or any other browser or border environment around the Website;
- You do not in any way imply any endorsement by Zillah Technologies other than with its written consent or misrepresent your relationship with us;
- You do not use any logos or trademarks displayed on the Website without the express written permission of Zillah Technologies;

- You do not link from a website that is not owned by you or one you have been given permission to.
- Your website does not contain content that is distasteful, offensive or controversial, that infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

8. Disclaimer

Whilst Zillah Technologies endeavors to ensure that the Website is normally available 24 hours a day, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, the Website is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind and we do not accept any liability arising from any interruption in availability. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any other reasonable cause.

You acknowledge that whilst Zillah Technologies endeavors to ensure that information on the Website and any related material provided to you by Zillah Technologies, whether by email or otherwise ("the Zillah Technologies Materials") is accurate and complete, it is provided only for general information, is not intended to address your particular requirements and does not constitute any form of advice or recommendation by Zillah Technologies. You acknowledge that the information on the Website does not necessarily reflect the views and opinions of Zillah Technologies or any of its brands and that the Zillah Technologies Materials should not be relied upon by you in making (or refraining from making) any specific investment or other business or personal decisions and acknowledge that professional advice should be obtained before making any such decision.

You acknowledge that some of the content may be supplied by third parties and the accuracy and completeness of it will not have been checked by Zillah Technologies. No liability shall be accepted by Zillah Technologies for any inaccuracy or omission in the information provided on the Website or the Zillah Tech Materials. All implied warranties are excluded from these Terms and Conditions to the extent that they may be excluded as a matter of law.

Zillah Technologies will use reasonable endeavors to ensure that the Website and the Materials do not contain or promulgate any viruses or other malicious code. However, it is recommended that you should virus check all such materials and regularly check for

Website: <https://techknow.co.ke> Mail: info@techknow.co.ke Mail: editor@techknow.co.ke

Tel: +254704054956 : +254764986314

FB: Techknow Africa Twitter: @africatechknow Instagram: techknowafrica



the presence of viruses and other malicious code. Zillah Technologies excludes to the fullest extent permitted by applicable laws all liability in connection with any damage or loss caused by computer viruses or other malicious code originating or contracted from the Website or the Zillah Tech Materials.

Zillah Technologies will not be liable for any damages (including, without limitation, damages for loss of the profits) arising in contract, tort or otherwise from your use or inability to use the Website or any content or from any action taken (or refrained from being taken) as a result of using the Website or any content of it, including in respect of infringement of third party rights arising from the your use of the content.

Links on the Website to third party websites are provided solely for your convenience. If you use these links, you leave the Website. Zillah Technologies has not reviewed these third party websites and does not control and is not responsible for these websites or their content or availability. Zillah Technologies therefore does not endorse or make any representations about them, or any material found on them, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk. Please note that Zillah Technologies gives no warranty that links to third party sites on the Site shall be marked as such.

The Website may contain links to third party websites where you may purchase items. You acknowledge that when making a purchase from a third party website you enter into a contract with that third party at your own risk and Zillah Technologies will bear no liability for that contract. Please note that third parties may operate such shopping sites with reference to the name of the Website, but that does not mean that Zillah Technologies are responsible for their conduct or any contracts that you enter into with them.

The Website may from time to time contain advertising and sponsorship. Zillah Technologies is not responsible for either the content of the material provided by such advertisers and sponsors or their compliance with voluntary or statutory codes or provisions

9. Limitation of Liability

Zillah Technologies will not be liable to you for any loss or damage caused by the company or its employees or sub-contractors in circumstances where:

There is no breach of a legal duty of care owed to you by Zillah Technologies (or its employees or sub-contractors); or

Such loss or damage is not a reasonably foreseeable result of any such breach; or

In respect of any increase in the loss or damage resulting from your actions.

Nothing in these Terms & Conditions shall exclude or limit Zillah Technologies liability for:

Death or personal injury caused by the negligence of Zillah Technologies and/or its employees negligence; or

Fraudulent misrepresentation by Zillah Technologies and/or its employees.

10. General

These Terms & Conditions, as varied by Zillah Technologies from time to time form the entire understanding between us. Headings in these Terms & Conditions are for convenience only and will have no legal meaning or affect.

No delay or indulgence by Zillah Technologies in enforcing the provisions of these Terms & Conditions shall affect Zillah Tech's rights under them nor shall any waiver of the company rights operate as a waiver of any subsequent breach.

No right, power or remedy conferred upon or reserved for Zillah Technologies is exclusive of any other right, power or remedy available to Zillah Technologies provided either under these Terms & Conditions or as a matter of law and each such right, power or remedy shall be cumulative.

You may not assign sub-license or otherwise transfer any of your rights or obligations under these Terms & Conditions.

If any provision of these Terms & Conditions is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of these Terms & Conditions, which shall remain valid and enforceable.

Nothing in these Terms & Conditions shall operate to exclude liability that cannot as a matter of law be excluded and in particular, and notwithstanding the limitations of liability set out above.

Website: <https://techknow.co.ke> Mail: info@techknow.co.ke Mail: editor@techknow.co.ke

Tel: +254704054956 : +254764986314

FB: Techknow Africa Twitter: @africatechknow Instagram: techknowafrica

