

These Terms of Use are effective immediately for unregistered users and users registering accounts or otherwise acknowledging acceptance of these terms on or after the revision date.

These Terms of Use (the "**Terms**") govern your access to and use of our websites, emails and mobile applications ("KOKO GC"). By accessing and using KOKO GC, you agree to comply with these Terms. If you are using KOKO GC on behalf of a company or other legal entity, then "you" also means such company or legal entity and you agree to be bound by these Terms even if we have a separate agreement with you. You may not use KOKO GC if you do not agree to the version of the Terms posted on KOKO GC at the time you access KOKO GC. (The terms "we" and "us" refer to KOKO GC, a Kenyan corporation).

1. **Eligibility to Use KOKO GC**

To access or use KOKO GC, you must be at least 18 years of age or, if older, the age of majority in your jurisdiction, otherwise you may not use KOKO GC. Except as set forth above, or as otherwise approved by us, KOKO GC is for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use KOKO GC if we have terminated your account or banned you.

1. **House Rules**.

You represent and warrant that you will use KOKO GC solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have towards us and any third parties. You are solely responsible for any and all Content that is posted through your account or email on KOKO GC ("Your Content"). You agree that by submitting Your Content to KOKO GC, you have reviewed and understood our [*terms*](https://www.glassdoor.com/about/guidelines.htm) *& conditions*. You understand that you may expose yourself to liability if Your Content or other use of KOKO GC violates applicable law or any third-party right.

**You agree that you will not:**

* Impersonate another person, or his or her email address, or misrepresent your current or former affiliation with an employer;
* Create user accounts under false or fraudulent pretenses; create or use an account for anyone other than yourself; or create multiple active user accounts to post multiple reviews for the same company
* Post Content that you do not own or have the right to post in accordance with the license set forth in these Terms;
* Violate these Terms, the terms of your agreements with us, explicit restrictions set forth in our Community Guidelines, or any applicable law, rule or regulation;
* Post Content that is defamatory, libelous, or fraudulent; that you know to be false or misleading; or that does not reflect your honest opinion and experience;
* Act in a manner that is harassing, threatening, abusive, racist or bigoted, is otherwise objectionable (as determined by KOKO GC);
* Promote, endorse or further illegal activities;
* Disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers;
* Violate the privacy, publicity, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third-party;
* Post anything pornographic or sexually explicit in nature, or engage in the exploitation of persons in a sexual or violent manner;
* Solicit personally identifying information from minors;
* Except as expressly approved by us, use KOKO GC for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, and other forms of solicitation;
* Imply a KOKO GC endorsement or partnership of any kind without our express written permission;
* Send messages in violation of the Kenyan Act or any other applicable anti-spam law;
* Introduce software or automated agents to KOKO GC, or access KOKO GC so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from KOKO GC without our express written permission;
* "Frame" or "mirror" or otherwise incorporate part of KOKO GC into any website, or "deep-link" to any portion of KOKO GC without our express written permission.
* Copy, modify or create derivative works of KOKO GC or any Content (excluding Your Content) without our express written permission);
* Copy or use the information, Content (excluding Your Content), or data on KOKO GC in connection with a competitive service, as determined by KOKO GC;
* Sell, resell, rent, lease, loan, trade or otherwise monetize access to KOKO GC or any Content (excluding Your Content) without our express written permission;
* Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of KOKO GC;
* Interfere with, disrupt, or create an undue burden on KOKO GC or the networks or services connected to KOKO GC;
* Introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to KOKO GC; or Attempt to circumvent any security feature of KOKO GC;

1. **Applying on KOKO GC**

Some of our job postings allow you to complete and submit your application on KOKO GC. We provide this service by working directly with an employer or by searching the Internet for the best contact information we can find for an employer. When you click the "Submit or Apply" button to submit an application on KOKO GC (Google forms), we send your application to the most appropriate contact information we have on file for that employer. While we endeavor to make this service the best it can be, employer websites are not controlled by us, and we cannot guarantee that your application will be properly received and logged by the third-party employer website upon transmission. If you have any reason to think your application was not received by an employer, we suggest you contact them directly to confirm where information is provided for the ultimate employer. Please note that if we don’t have any available contact on file for the employer, your application will wait until one is received to enable KOKO GC to submit.

1. **Salary estimates**

In certain markets we may offer salary estimate features, such as personalized market value estimates, salary estimates for job roles, and salary estimates for specific job openings. Unless otherwise indicated, we estimate base salary only and do not include the value of bonus, equity, benefits, or other forms of compensation. Though we may offer employers the ability to supplement or replace our salary estimates with their own data, users should understand that, unless indicated otherwise, results do not represent verified salaries, guarantees of actual salaries, or endorsements from employers. Their purpose is to provide data to promote transparency and to help people make informed decisions. We do not guarantee the accuracy of results and you are responsible for how you use them. We encourage you to supplement KOKO's salary estimates with other research. If you are an Employer with a Free Employer Account, you have the ability to update your pay ranges by logging into the Employer Center and clicking on the "Jobs & Recruiting" tab and then "All Jobs". If you have other questions or want to provide other feedback on salary estimates, please contact us.

1. **Rights to Your Content**

We do not claim ownership in any Content that you submit to KOKO GC, but you grant us the rights to use such Content as set forth below. By submitting any Content to KOKO GC, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license (with the right to sublicense through unlimited levels of sublicenses) to use, copy, perform, display, create derivative works of, adapt and distribute such Content in any and all media (now known or later developed) throughout the world. To the greatest extent permitted by applicable law, you hereby expressly waive any and all of your moral rights applicable to KOKO's exercise of the foregoing license. You agree that this license includes the right for us to provide, promote, and improve KOKO GC and to make Content submitted to or through KOKO GC available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. No compensation will be paid with respect to the Content that you post/Submit through KOKO GC. You should only submit Content to KOKO GC that you are comfortable sharing with others under the terms and conditions of these Terms.

1. **Indemnity**

You agree to defend, indemnify, and hold us and our subsidiaries and our and their respective officers, directors, board members, board advisors, employees, partners, agents successors and assigns (collectively, the "**KOKO GROUP OF COMPANIES**") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees and costs, made by any third party due to or otherwise arising from your use of KOKO GC, including due to or arising from your breach of any provision of these Terms.

1. **Disclaimers and Limitation on Liability**

The disclaimers and limitations on liability in this section apply to the maximum extent allowable under applicable law. Nothing in this section is intended to limit any rights you have which may not be lawfully limited.

You are solely responsible for your interactions with advertisers and other users and we are not responsible for the activities, omissions, or other conduct, whether online or offline, of any advertiser or user of KOKO GC. We are not responsible for any incorrect, inaccurate, or unlawful Content (including any information in profiles) posted on KOKO GC, whether caused by users or by any of the equipment or programming associated with or utilized in KOKO GC. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication with advertisers or other users. We are not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or on KOKO GC or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with KOKO GC. Under no circumstances shall we be responsible for any loss or damage resulting from the use of KOKO GC or from any Content posted on KOKO GC or transmitted to users, or any interactions between users of KOKO GC, whether online or offline.

KOKO GC is provided "as-is" and as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that: (1) KOKO GC will meet your requirements; (2) KOKO GC will be available on an uninterrupted, timely, secure, or error-free basis; or (3) the results that may be obtained from the use of KOKO GC will be accurate or reliable.

You hereby release the KOKO Group of companies from any and all claims, demands, and losses, damages, rights, claims, and actions of any kind that are either directly or indirectly related to or arises from: (1) the actions, Content, or data of third parties (including, advertisers and other users) (2) your participation in any offline events.

IN NO EVENT SHALL THE KOKO GROUP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF KOKO GC, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHERE PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE KOKO’S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF KOKO GC (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO TWENTY KENYAN SHILLING. (KSH.20) PAYEABLE IN 30 DAYS.

1. **Changes to Terms**

We may revise these Terms from time to time by posting an updated version on KOKO GC. The revised Terms will be effective immediately for unregistered users and users registering accounts on or after the revision date. For users who registered accounts before the revision date, they will become effective thirty (30) days after the revision date. We may provide notice of changes in other circumstances as well. Any such changes will not apply to any claim brought prior to the effective date of the revised Terms incorporating such changes. We encourage you to periodically review this page for the latest information on our Terms. Your continued use of KOKO GC is subject to the most current effective version of these Terms.

1. **WHAT FEES AM I SUBJECT TO?**

Your use of the Service may be or may become subject to charges. These charges may cover parts or the entire Service. Any fees charged by KOKO GC will be announced separately in connection with the Service. Use of the Service involves transmission of data through your service provider’s network. Prices listed within the Service DO NOT include possible data transmission, text message, voice or other service provision charges by your network service provider. KOKO GC assumes no responsibility for the payment of any charges of your service providers.

The prices in the Service may change from time to time. Prices include applicable taxes in effect at the time of your transaction, unless otherwise stated, and need to be paid in full to KOKO GC. KOKO GC assumes no responsibility for the payment of bank or any other third party service fees, charges or taxes. You agree that all applications shall be legally valid and binding. All applications are subject to acceptance by KOKO GC. You may pay by credit or debit card, network service provider billing, mobile money, or other payment methods whichever is available by KOKO GC.

1. **Dispute Resolution**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND KOKO GC ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND KOKO GC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

**Revised: January 2019**