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This Site is made available for information purposes, submission for contact to become a partner, or for consideration into our teams as an employee of Azenia.

By using this Site, you are agreeing to the following TOU. If you do not want or do not agree to have these terms apply to you, immediately stop using our site:

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If you do not stop or continue using our Site, you are agree to only access this Site as intended by Azenia. You agree not to access or attempt to access our Site in any other means or through any other interfaces unless so authorized. You further agree to not engage in any other activities that would otherwise interfere with the use, access, or availability of our Site including, but not limited to, crawling, reproducing, duplicating, copying, selling, trading or reselling our Site for any unauthorized purposes.

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### **Privacy**

Any data that is collected or processed by Azenia will be done in accordance with our Privacy Policy.

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Azenia does use cookies for a variety of uses including, but not limited to, improving our online experience for users, analytical data, marketing data, and other specific uses as follows:

Analytics usage: page visits, session tracking, etc.

Marketing usage: conversion tracking, form submissions, and page visits, etc.

You may disable your cookies based on your individual internet browser settings, but that may limit your abilities and functionalities on our site.

Azenia uses Adwords, Google Analytics, Segment Analytics, and Mouseflow in tracking any cookies on our Site.

### **Disclaimer**

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Azenia (a) does not guarantee that you will receive any employment, job offers, or call backs through our Site, (b) will not be responsible for any listings, submissions, or request from information from you and (c) is not your employer or your agent based on your usage of our Site.

Azenia does maintain this site, it’s integrity, and security, however, we do not guarantee that our Site will remain fully up to date, complete, correct, secure or accurate, or that access to our Site will remain uninterrupted or without error.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Azenia, its affiliates and subsidiaries, employees, officers, directors, and agents from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including reasonable attorneys’ fees) arising out of your breach of this TOU, relating to your access, connection, activities, and engagement with our Site, or

any violations of our Privacy Policy. Azenia reserves the right to assume the exclusive defence and control of any matter which is subject to indemnification under this section and TOU. In such a case, you agree to cooperate with any reasonable requests assisting Azenia defence of such matter.

### **Limitations Of Liability**

AZENIA , ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNEES, SUPPLIERS AND LICENSORS (COLLECTIVELY "AZENIA AND ITS AFFILIATES") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SITE AND TOU, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS. AZENIA AND ITS AFFILIATES SHALL NOT BE SUBJECT TO ANY LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSION THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITE AND AGREE TO THESE TOU AT YOUR OWN RISK.

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### **Termination**

Azenia reserves the right, in its sole discretion and authority, to restrict, terminate, suspend or otherwise limit this TOU and any access to part or all of our Site at any time and for any reason whatsoever with or without notice or liability.

Azenia further reserves the right to alter, change, update, discontinue or suspend access to party or all of our Site at any time and for any reason whatsoever with or without notice or liability.

All appropriate sections including but not limited to Indemnification, Limitation of Liability, Termination, Governing Law and Jurisdiction, and General/Miscellaneous shall survive the termination of this TOU.

## **Governing Law & Jurisdiction**

The TOU are governed and will construed in accordance with the laws of the Republic of Kenya , without regard to any principles of conflicts of laws or your location.

## **Information Or Complaints**

If you have a question or complaint regarding our Site, please send an email to [hallo@azenia.com](mailto:hallo@azenia.com).

Information being emailed to our office can not be guaranteed to be secure, so please do not include any sensitive unnecessary personal identifiable information, credit card information, or private information of any kind in your email correspondence with us.

## **General/Miscellaneous**

### ***Severability***

If any one or more of the provisions of the TOU shall for any reason be held by a final determination of a court of competent jurisdiction to be invalid, illegal, or unenforceable to any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions (or portions of provisions) of these TOU, and the invalid, illegal, or unenforceable provisions shall be deemed replaced by a provision that is valid, legal, and enforceable and that comes closest to the intentional express of Azenia .

### ***Relationship***

Your usage of our sites does not establish any relationship between you and Azenia . You are not an employee, independent contractor, agent, assignee, partner, joint venture, franchise or any other type of fiduciary for Azenia .

### ***Assignment***

You may not assign any part of these TOU, in whole or in part, without Azenia 's express written consent (which may be withheld or conditioned in Azenia 's sole discretion).

***Construction***

Any rule of construction suggesting or requiring ambiguities is resolved against Azenia shall not apply in the interpretation of this TOU.

***Security***

Information that is sent electronically or via the internet cannot be assured as completely secured and as such, Azenia can not guarantee that unauthorized third parties will never be able to access or use electronic data, including your data, or that our security measures cannot be superseded. By using our Site, you acknowledge that any personal data you provide you do so at your own risk.