

# TERMS OF SERVICE

## ENFINITE SOLUTIONS LIMITED

P.O Box 21405 – 00100,  
Nairobi, Kenya.

[www.enfinitesolutions.com](http://www.enfinitesolutions.com)

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VERSION 1.0.0

VERSION HISTORY				
VERSION	APPROVED BY	REVISION DATE	DESCRIPTION OF CHANGE	AUTHOR

<b>PREPARED BY</b>	Judy Wambui	<b>TITLE</b>	VP OF PRODUCTS	<b>DATE</b>	15/01/2022
<b>APPROVED BY</b>	George N. Njoroge	<b>TITLE</b>	CEO	<b>DATE</b>	01/02/2022

Welcome to WakiliCMS! These terms of service govern your access to and use of WakiliCMS's website, WakiliCMS online application, including offline components (collectively, the "Service").

Please read these terms carefully. By using our Services, you are agreeing to these terms. As part of the Service, Enfinite will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage.

Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the WakiliCMS website incorporated by reference herein, including but not limited to Enfinite Solutions' privacy and security policies.

## 1. Definitions:

As used in this Agreement now or hereafter associated herewith:

1.1.1 "**Agreement**" means these online terms of use, whether written or submitted online via online contact forms, and any materials available on the WakiliCMS website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Enfinite from time to time in its sole discretion;

1.1.2 "**Content**" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

1.1.3 "**Customer Data**" means any data, information or material provided or submitted by you to the Service in the course of using the Service;

1.1.4 "**Effective Date**" means the date you begin using the Service;

1.1.5 "**Initial Term**" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form;

1.1.6 "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

1.1.7 "**License Administrator(s)**" means those Users designated by you who are authorized to create User accounts and otherwise administer your use of the Service;

1.1.8 "**License Term(s)**" means the period(s) during which a specified number of Users are licensed to use the Service;

1.1.9 "**Enfinite**" means collectively Enfinite Solutions Limited, a Kenyan corporation, having its principal place of business at Heri Apartments Phase 1, Gitathuru Road, Nairobi, Kenya;

1.2.0 "**Enfinite Technology**" means all of Enfinite's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Enfinite in providing the Service;

1.2.1 "**Service(s)**" means the specific edition of Enfinite's online corporate ERP software (WakiliCMS) identified during the onboarding process, developed, operated, and maintained by Enfinite, accessible via <https://www.wakilicms.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by Enfinite, to which you are being granted access under this Agreement, including the WakiliCMS web-application and the Content;

1.2.2 "**User(s)**" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Enfinite at your request).

1.2.3 "**Subscriber**" shall refer to the purchaser of the Services provided by Enfinite and shall also include any present or former agent, representative, independent contractor, employee, servant, attorney and any entity or person who had authority to act on your behalf.

## **2. Privacy & Security Disclosure:**

Enfinite reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Enfinite occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service.

## **3. License Grant & Restrictions:**

3.1 Enfinite hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Enfinite and its licensors.

3.2 You may not access the Service if you are a direct competitor of Enfinite, except with Enfinite's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.3 You shall not

- a. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way;
- b. Modify or make derivative works based upon the Service or the Content;
- c. Create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or

- d. Reverse engineer or access the Service in order to build a competitive product or service, build a product using similar ideas, features, functions or graphics of the Service, or copy any ideas, features, functions or graphics of the Service.

3.4 User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

#### **4. Use of the Service:**

4.1 You may use the Service only for your internal business purposes and shall not:

- a. Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- b. Send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights;
- c. Send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- d. Interfere with or disrupt the integrity or performance of the Service or the data contained therein; or
- e. Attempt to gain unauthorized access to the Service or its related systems or networks.

#### **5. Your Responsibilities:**

5.1 You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

You shall:

- a. Notify Enfinite immediately of any unauthorized use of any password or account or any other known or suspected breach of security;
- b. Report to Enfinite immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and
- c. Not impersonate another WakiliCMS user or provide false identity information to gain access to or use the Service.

## 6. Confidentiality

6.1 Each party agrees to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as necessary to perform its obligations under this Agreement.

6.2 Enfinite and any third party vendors and hosting partners it utilizes to provide the Service shall hold Content in strict confidence and shall not use or disclose Content except as required to perform their obligations under this Agreement; or as otherwise authorized by you in writing.

## 7. Security and Access

7.1 Enfinite is responsible for providing a secure method of authentication and accessing its Service. Enfinite will provide mechanisms that:

- a. Allow for user password management
- b. Transmit passwords in a secure format
- c. Protect passwords entered for purposes of gaining access to the Service by utilizing code that follows password management best practices.

7.2 Users will be responsible for protecting the security of usernames and passwords, or any other codes associated to the Service, and for the accuracy and adequacy of personal information provided to the Service.

7.3 You will implement policies and procedures to prevent unauthorized use of usernames and passwords, and will promptly notify Enfinite upon suspicion that a username and password has been lost, stolen, compromised, or misused.

7.4 At all times, Enfinite, and any third party vendors and hosting partners it utilizes to provide the Service, will:

- a. Use information security best practices for transmitting and storing your Content, adhering to industry standards;
- b. Employ information security best practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, and authentication protocols, vulnerability and patch management; and
- c. Ensure its host facilities maintain industry standards for security and privacy.

7.5 Enfinite shall report to Users, with all relevant details (except those which could prejudice the security of data uploaded by other customers), any event that Enfinite reasonably believes represents unauthorized access to, disclosure of, use of, or damage to Content (a "Security Breach"). Enfinite shall make such report within 72 hours after learning of the Security Breach.

7.6 In the event of a Security Breach, Enfinite shall

- a. Cooperate with Subscriber to identify the cause of the breach and to identify any affected Content;
- b. Assist and cooperate with Subscriber in investigating and preventing the recurrence of the Security Breach;
- c. Assist and cooperate with Subscriber in any litigation or investigation against third parties that Subscriber undertake to protect the security and integrity of Content; and
- d. Use commercially reasonable endeavours to mitigate any harmful effect of the Security Breach.

#### **8. Account Information and Data:**

8.1 In the event this Agreement is terminated (other than by reason of your breach), Enfinite will make available to you a file of the Customer Data within 30 days from the date of termination.

8.2 Enfinite reserves the right, in response to your breach of these terms, to withhold, remove and/or discard Customer Data without notice, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Enfinite shall make available the Customer Data subject to clearance of all outstanding payments to Enfinite.

#### **9. Intellectual Property Ownership:**

9.1 Enfinite alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the WakiliCMS Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service.

9.2 This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the WakiliCMS Technology or the Intellectual Property Rights owned by Enfinite. The WakiliCMS name, the logo, and the product names associated with the Service are trademarks of Enfinite or third parties, and no right or license is granted to use them.

**10. Third Party Interactions:**

10.1 During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service.

10.2 Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Enfinite and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party.

10.3 Enfinite does not endorse any sites on the Internet that are linked through the Service. Enfinite provides these links to you only as a matter of convenience, and in no event shall Enfinite or its licensors be responsible for any content, products, or other materials on or available from such sites.

10.4 Enfinite provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

**11. Charges and Payment of Fees:**

11.1 You shall pay all fees or charges billed to you in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total subscription licenses requested times the subscription license fee currently in effect, and must be paid prior to the Service start date. Payments can be made on a monthly, quarterly, bi-annual or annual basis.

11.2 Organizations paying for subscription licenses on a monthly basis agree to pay upfront for two months of Service to cover the initial month of access plus the final month.

11.3 Enfinite invoices are due 20 days upon issuance of the invoice. All payment obligations are non-cancellable and all amounts paid are non-refundable. You are responsible for paying for all subscription licenses ordered for the entire License Term, whether or not such subscription licenses are actively used.

11.4 An authorized License Administrator may add licenses by modifying the account settings on the WakiliCMS application. Added licenses will be subject to the following:

- a. Added licenses will be coterminous with the pre-existing License Term (either Initial Term or renewal term);
- b. The license fee for the added licenses will be the then current, generally applicable license fee; and
- c. Licenses added in the middle of a billing month will be charged in full starting from the next billing month.

11.5 Enfinite reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

## **12. Data Storage:**

A disk storage space is provided to you at no additional charge via the Service. Enfinite reserves the right to establish or modify its general practices and limits and charges relating to storage of files and Customer Data. These changes and limits will be discussed prior with the client and any changes and/or limits documented.

## **13. Billing and Renewal:**

13.1 Enfinite charges and collects in advance for use of the Service. Enfinite will automatically renew and bill you by an agreed upon method or issue an invoice to you each month or as otherwise mutually agreed upon.

13.2 The renewal charge will be equal to the then-current number of total subscription licenses times the license fee in effect during the prior term, unless Enfinite has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter.

13.3 Fees for other services will be charged on an as-quoted basis. Enfinite's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only corporate income tax based solely on Enfinite's income.

13.4 You agree to provide Enfinite with complete and accurate billing and contact information. This information includes your legal company name, PIN number, physical address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator.

13.5 You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Enfinite reserves the right to terminate your access to the Service in addition to any other legal remedies.



13.6 Unless Enfinite in its discretion determines otherwise, all entities will be billed in Kenya Shillings. If you believe your bill is incorrect, you must contact us in writing within 10 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

#### **14. Non-Payment and Suspension:**

14.1 In addition to any other rights granted to Enfinite herein, Enfinite reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears).

14.2 Delinquent invoices (accounts in arrears) are subject to interest of 2% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection.

14.3 You will NOT be charged subscription licenses during any period of suspension. If you or Enfinite initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above.

14.4 You agree and acknowledge that Enfinite has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 180 days or more delinquent. Customer Data may still be available from previous backed up data which is held in our backup servers for 1 year (365 Days).

#### **15. Termination upon Expiration/Reduction in Number of Licenses:**

15.1 This Agreement commences on the Effective Date. The Initial Term will be as you elect during the onboarding process or as otherwise mutually agreed upon between you and Enfinite.

15.2 Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Enfinite's then current fees.

15.3 Either party may terminate this Agreement, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term.

15.4 The client may reduce the number of licenses from time to time based on the resource requirements of the Firm.

15.5 In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Enfinite will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination.

15.6 You agree and acknowledge that Enfinite has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 180 days or more delinquent. Customer Data may still be available from previous backed up data which is held in our backup servers for 1 year (365 Days).

**16. Termination for Cause:**

16.1 Enfinite, in its sole discretion, may terminate your account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Enfinite may terminate a free account at any time in its sole discretion.

16.2 You agree and acknowledge that Enfinite has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if you have breached this Agreement. Customer Data may still be available from previous backed up data which is held in our backup servers for 1 year (365 Days).

**17. Representations & Warranties:**

17.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

17.2 Enfinite represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online help documentation under normal use and circumstances.

17.3 You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

**18. Mutual Indemnification:**

18.1 You shall indemnify and hold Enfinite, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities, judgment, obligation, penalty, damage, cost or expenses (including attorneys' fees and costs) arising out of or in connection with:

- a. A claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party;
- b. A claim, which if true, would constitute a violation by you of your representations and warranties; or
- c. A claim arising from the breach by you or your Users of this Agreement
- d. Authorized Users' negligent acts or omissions.

Enfinite will provide prompt notice to Subscriber of any indemnifiable event or loss. Subscriber will undertake, at Subscriber's own cost, the defense of any claim, suit or proceeding with attorney reasonably acceptable to Enfinite. Enfinite reserves the right to participate in the defense of the claim, suit, or proceeding, at Enfinite' expense, with attorney of Enfinite' choosing.

18.2 Enfinite shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- a. A claim alleging that the Service directly infringes a copyright or a trademark of a third party;
- b. A claim, which if true, would constitute a violation by Enfinite of its representations or warranties; or
- c. A claim arising from breach of this Agreement by Enfinite; provided that you
  - i. promptly give written notice of the claim to Enfinite;
  - ii. give Enfinite sole control of the defense and settlement of the claim (provided that Enfinite may not settle or defend any claim unless it unconditionally releases you of all liability);
  - iii. provide to Enfinite all available information and assistance; and
  - iv. have not compromised or settled such claim

18.3 Enfinite shall have no indemnification obligation, and you shall indemnify Enfinite pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, and hardware or business process.

**19. Disclaimer of Warranties:**

19.1 ENFINITE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ANY SERVICES PROVIDED BY ENFINITE. NOTHING IN THIS SECTION 19 SHALL MODIFY ENFINITE'S OBLIGATION TO INDEMNIFY YOU AS REQUIRED BY SECTION 18 OF THIS AGREEMENT ("MUTUAL INDEMNIFICATION").

19.2 Enfinite makes no warranty that its services when provided to you in digital or electronic format will be compatible with your computer and/or other equipment, or that these Services will be secure or error free. Nor does Enfinite make any warranty as to any results that may be obtained from the use of the Service. Nothing in this Section 19 shall modify Enfinite's obligations under Section 6 above ("Confidentiality") or Section 7 above ("Security and Access") or Enfinite's obligation to indemnify you as required by Section 18 of this Agreement.

19.3 Enfinite hereby disclaims all warranties of any kind related to your hardware or software beyond the warranties provided by the manufacturer of your hardware or software.

**20. Internet Delays:**

ENFINITE'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ENFINITE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## **21. Limitation of Liability:**

Except in the case of a violation by Enfinite of its obligations under Section 6 above ("Confidentiality"), Section 7 above ("Security and Access"), and except as provided in Section 18 above ("Indemnification"), Enfinite shall not be liable for and You waive the right to claim any loss, injury, claim, liability or damage of any kind resulting in any way from the Services provided to you by Enfinite.

SUBSCRIBER AGREES THAT THE LIABILITY OF ENFINITE ARISING OUT OF ANY CLAIM IN ANY WAY CONNECTED WITH THE SERVICE WILL NOT EXCEED THE TOTAL AMOUNT YOU HAVE PAID FOR THE SERVICE PURSUANT TO THE AGREEMENT WITHIN THE SIX MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE. SUBSCRIBER FURTHER AGREES THAT ENFINITE IS NOT AND WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, ATTORNEY FEES) RELATING TO THIS AGREEMENT. THESE DISCLAIMERS APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER THOSE DAMAGES ARE FORESEEABLE AND WHETHER ENFINITE HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THESE DISCLAIMERS ARE NOT APPLICABLE TO THE INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 18.2. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF DAMAGES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY ENFINITE TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE FROM AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

## **22. Notice:**

22.1 Enfinite may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Enfinite's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Enfinite's account information.

22.2 Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first-class mail or pre-paid post) or 12 hours after sending (if sent by email).

22.3 You may give notice to Enfinite (such notice shall be deemed given when received by Enfinite) at any time by the following: letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to Enfinite at the following addresses:

Enfinite Solutions Limited  
P.O Box 21405 – 00100,  
Nairobi, Kenya.

**23. Modification to Terms:**

Enfinite reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

**24. Assignment; Change in Control:**

Neither party may without the prior written consent of the other party assign this Agreement without the prior written approval of the other party.

Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Enfinite directly or indirectly owning or controlling 50% or more of you shall entitle Enfinite to terminate this Agreement for cause immediately upon written notice.

**25. General:**

25.1 This Agreement shall be governed by the laws of Kenya, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Kenya.

25.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

25.3 No joint venture, partnership, employment, or agency relationship exists between you and Enfinite as a result of this agreement or use of the Service. The failure of Enfinite to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Enfinite in writing.

25.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

25.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

25.6 This Agreement, together with any supporting documentation, comprises the entire agreement between you and Enfinite and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **26. Payment:**

Methods of Payment and Taxes:

Payments may be made by Cash, Mpesa, Cheque, direct bank transfer (EFT and RTGS) or other forms of payment as set by Enfinite and agreed upon by each party. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. You agree to pay all fees and charges incurred in connection with your subscription (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify Enfinite of any discrepancies within ten (10) days after they first appear on your invoice, you agree that they will be deemed accepted by you for all purposes. You are responsible for paying any governmental taxes imposed on your subscription, including, but not limited to, sales or value-added taxes.

## **Modifications to Prices or Billing Terms:**

ENFINITE RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, A MINIMUM OF 30 DAYS FOLLOWING POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [info@enfinitesolutions.com](mailto:info@enfinitesolutions.com)