

SKYSAIL MABATI

FUNDI SMART POINTS

TERMS AND CONDITIONS

1. Introduction

Welcome to **Skysail Mabati** Fundi Smart Points

These Terms of Service (“Terms”, “Terms of Service”) govern your use of our Loyalty Program ‘Fund Smart Points’, operated by **Skysail Mabati**.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our Fundi Smart points.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

These Terms apply to all visitors, users and others who wish to access or use the Service.

2. Communications

By using our Service, you agree to earn fundi smart points on purchase of a product with us.

We reserve the right to refuse or cancel your Fundi smart points at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your Fundi smart points if fraud or an unauthorized or illegal transaction is suspected.

3. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, “Promotions”) made available through Service may be governed by rules that are separate from these

Terms of Service. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

4. Redemption of Points

The company reserves the right to announce and declare when, how and at what value redemption of points will take place.

We reserve the right to terminate the account of anyone found to be infringing.

Skysail Mabati has the right but not the obligation to monitor and edit all Fundi Smart Points acquired by the clients.

You may not distribute, modify, transmit, reuse, use said **Fundi Smart Points**, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

5. No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

6. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

7. Governing Law

These Terms shall be governed and construed in accordance with the laws of Kenya, which governing law applies to agreement without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

8. Changes to Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period.

9. Amendments to Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

10. Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.



SKYSAIL MABATI LTD

11. Contact Us

Please send your feedback, comments, requests for technical support by email:
info@skysailmabati.co.ke

Lukenya Park C, Kitengela Roundabout, Adj Coloho Mall.

BUILT TO LAST-SKYSAIL MABATI

