

## Terms and Conditions

These Terms and Conditions forms a legal agreement between customer and Daily Studios, which governs customer access to and use of the service or services. Please review this entire Terms and Conditions before customer decides whether to accept it.

By agreeing to these Terms and Conditions for Clients, customer represents that customer is:

- 18 years old (or such other age at which majority is reached in customer country) or older; and
- Capable of entering into a legally binding agreement with DAILY STUDIOS.

If customer is a business entity, customer also represents that the customer is:

- duly incorporated and authorized to do business in the country or countries where customer operate; and
- duly registered taxpaying entity,
- Customer employees, officers, representatives, and other agents accessing the Service are duly authorized to access the Service and to legally bind customer to these Terms and Conditions.

### **1. Limitations on the Use of Service**

We may establish general practices and limits concerning use of the Service, including without limitation individual or aggregate transaction limits during any specified time period(s).

We reserve the right to change, suspend or discontinue any aspect of the Service without refund at any time, including hours of operation or availability of the Service or any Service feature, without notice and without liability. We also reserve the right to impose limits on certain Service features or restrict access to parts or all of the Service without notice and without liability. We may decline to process any service transaction without prior notice to the client.

We do not warrant that the functions contained in the Service will be uninterrupted or error free, and we shall not be responsible for any service interruptions (including, but not limited to,

power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or the Service).

We may limit or suspend customer use of the Service at any time, in our sole and absolute discretion. If we suspend customer use of the Service, we will attempt to notify customer by electronic mail. Suspension of customer use of the Service will not affect customer rights and obligations pursuant to these Terms and Conditions arising before or after such suspension.

## **2. Service Fees**

We shall charge a fee to use the Service as a client for the printing service. The financial institution that issues or the Carrier that provides, customer Payment Instrument may charge a fee in connection with the debiting or charging of the Payment Instrument resulting from the Payment Transaction. Customer should consult the terms and conditions governing customer Payment Instrument for more information about any such fees.

In no event shall DAILY STUDIOS bear any liability for the safety, quality, accuracy, reliability, integrity or any failure or delay in delivering the end product by the printing studio. We do not guarantee the truth or accuracy of the description of products offered by the printing studio. DAILY STUDIOS hereby disclaims any liability or responsibility for errors or omissions in any Content or in the Service.

## **3. Service Access**

Customers are responsible for:

- i) Maintaining the confidentiality of customer access to our service,
- ii) Any and all transactions by persons that customer give access to or that otherwise use such service, and
- iii) Any and all consequences of use or misuse of customer username and password. Customer agrees to notify us immediately of any unauthorized use of customer username or password or any other breach of security regarding the Service of which customer may have knowledge.

## **4. Termination of Service**

We may, in our sole and absolute discretion without liability to customer or any third party, terminate customer use of the Service for any reason, including without limitation inactivity or violation of these Terms and Conditions or other policies we may establish from time to time.

Upon termination of customer use of the Service, customer remains liable for all Payment Transactions and any other obligations customer have incurred. Upon termination, we have the right to prohibit customer access to the Service, including without limitation by deactivating customer account access, and to refuse future access to the Service by customer (or customer relatives or known acquaintances or if a business entity, its parent, affiliates or subsidiaries or its or their successors).

## **5. Third Party Access**

Daily Studios reserves the right to use a third party to verify the location or other relevant information relating to the customer's use of the app. These third parties will be approved, vetted, checked or endorsed by us and you agree that we shall be responsible or in any way liable for the content, accuracy, compliance with relevant laws or accessibility of any information, data, or statements submitted to us by the third parties. In addition, you acknowledge that the use of any such third party is relied on in accepting these terms and conditions.

## **6. Commission.**

Pursuant to these terms and conditions, the printing studio hereby agrees to pay commission of 15% on all work forwarded to it by the Daily Studios and therefore receive payment less commission.

## **7. Use of Electronic Communications**

We may communicate with customer regarding the Service by means of electronic communications, including

- (a) Sending electronic mail to the email address customer provided during registration, or
- (b) Posting notices or communications on the Web Site. Customer agrees that we may communicate with customer by means of electronic communications the following: these Terms and Conditions (and revisions or amendments), notices or disclosures regarding the Service, payment authorizations, and any other matter relating to customer use of the Service.

Customer should maintain copies of electronic communications by printing a paper copy or saving an electronic copy. Electronic communications shall be deemed received by customer

when we send the electronic communication to the email address customer provided at the time of registration or as revised by customer thereafter in accordance with these Terms and Conditions, or when we post the electronic communication on the Web Site.

For those communications or records that we are otherwise required under applicable law to provide in a written paper form to customer, customer agree that we may provide such communications or records by means of electronic communications. The following additional terms will apply to such electronic communications:

- (a) Customer may contact us to request another electronic copy of the electronic communication without a fee;
- (b) Customer may request a paper copy of such an electronic communication, and we reserve the right to charge a fee to provide such paper copy;
- (c) Customer may contact us to update customer registration information used for electronic communications or to withdraw consent to receive electronic communications; and
- (d) We reserve the right to terminate customer use of the Service if customer decline or withdraw consent to receive electronic communications from us.

## **8. Confidentiality.**

- i) **“Confidential Information”** means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the customer, is rightfully given to the customer by a third party without confidentiality obligations, or becomes public through no fault of the customer.
- ii) The customer and/or printing studio should not use the information received from the Daily Studios app for any other purposes other than for printing as per users guidelines and shall not disclose the Confidential Information, except to Affiliates, employees, contractors, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The customer will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement and that they keep it confidential. The customer may also disclose Confidential Information when required by law after giving

reasonable notice to the discloser, if permitted by law.

## **9. Indemnification**

The customer agrees to indemnify, defend and hold harmless DAILY STUDIOS and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties and relevant Clients) (collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from:

- (i) His or her use of the Service;
- (ii) any breach or non-compliance by customer of any term of these Terms and Conditions or any of DAILY STUDIOS's policies;
- (iii) any dispute or litigation caused by customer actions or omissions; or
- (iv) Their negligence or violation or alleged violation of any law or rights of a third party.

## **10. Disclaimer of Warranties**

DAILY STUDIOS WILL PROVIDE THE SERVICES USING REASONABLE CARE AND SKILL. DAILY STUDIOS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE SERVICE OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICE, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICE. DAILY STUDIOS DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE DAILY STUDIOS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE DAILY STUDIOS PARTIES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICE.

## **11. Limitations of Liability; Force Majeure**

IN NO EVENT SHALL DAILY STUDIOS BE RESPONSIBLE OR LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY DAILY STUDIOS SERVICE, OR ANY SERVICES, OR INFORMATION PURCHASED, RECEIVED, SOLD, OR PAID FOR BY WAY OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE DAILY STUDIOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL THE DAILY STUDIOS TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE NET FEES DAILY STUDIOS HAS ACTUALLY RECEIVED AND RETAINED FROM THE CLIENT'S VALID PAYMENT TRANSACTIONS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into these Terms and Conditions relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, DAILY STUDIOS shall have no any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

## **12. Assignment**

The customer may not assign these Terms and Conditions or any rights or obligations hereunder, by operation of law or otherwise, without our prior written approval and any such attempted assignment shall be void. We reserve the right to freely assign these Terms and Conditions and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

## **13. Disputes**

Daily studios will provide various tools to assist Clients in communicating with each other to resolve a dispute that may arise between Clients and printing studios with respect to their transaction. If Clients are unable to resolve a dispute, we can mediate disputes between clients and printing studios if either party requests assistance. If this occurs, we will review the dispute and propose a non-binding solution, if appropriate.

Daily studios may offer a feedback or other ranking system on the Service to assist customer in evaluating the various printing studios. Customer acknowledge that any such feedback or ranking system represents solely the opinion of other Clients of the Service, and is not an opinion, representation, or warranty by Daily studios with respect to other Clients of the Service.

Customer agree to release, Daily studios, and their agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute. Customer agree that customer will not involve Daily studios in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any Seller, other Buyer, advertiser or other third party in connection with the Service. If customer attempt to do so,

- (i) customer shall pay all costs and attorneys' fees of Daily studios and other Daily studios affiliates and shall provide indemnification as set forth below, and
- (ii) The jurisdiction for any such litigation or dispute shall be limited as set forth below. However, nothing in these Terms and Conditions shall constitute a waiver of any rights, claims or defenses that customer may have with respect to any applicable laws.

#### **14. Governing Law and Venue.**

This Agreement will be governed and construed in accordance with the laws of Uganda, without regard to its choice of law rules. Any disputes under this Agreement will be referred to a panel of three mutually agreed arbitrators who are members of Centre for Arbitration and Dispute Resolution (CADER), as the first and initial forum of dispute resolution. In the event that arbitration fails, then the parties can pursue Court action. The number of arbitrators will be three. The seat of arbitration will be London, England. The language to be used in the arbitration will be English. This clause will be without prejudice to the right of either party to apply to any court of competent jurisdiction for emergency, interim or injunctive relief.

#### **15. Miscellaneous Clause**

The failure of DAILY STUDIOS to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent

necessary so that these Terms and Conditions shall otherwise remain in full force and effect and remain enforceable between the parties. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. These Terms and Conditions, including DAILY STUDIOS's policies governing the Service referenced herein, constitutes the entire agreement between DAILY STUDIOS and Buyer with respect to Buyer's use of the Service. These Terms and Conditions is not intended and shall not be construed to create any rights or remedies in any parties other than Buyer and DAILY STUDIOS, and other DAILY STUDIOS affiliates which each shall be a third party beneficiary of these Terms and Conditions for Clients, and no other person shall assert any rights as a third party beneficiary hereunder.