

## **Elevate Coupons Terms and Conditions**

These terms and conditions ("Terms") govern the use of coupon codes ("Coupons") issued in respect of Elevate. ("Elevate") for promotional discounts or special offers on products or services offered by Elevate.

### **1. Acceptance of Terms**

- 1.1 By using any Elevate Coupon, you agree to be bound by these Terms. If you do not agree with these Terms, do not use the Coupons.
- 1.2 Elevate reserves the right to modify, suspend, or terminate the Coupons or these Terms at any time without notice. Changes will be effective upon posting on the Elevate website or platform where the Coupons are made available. Your continued use of the Coupons constitutes acceptance of the revised Terms.

### **2. Coupon Eligibility and Redemption**

- 2.1 Coupons are promotional offers and may have specific eligibility requirements, including but not limited to:
  - a) Validity period
  - b) Minimum purchase thresholds
  - c) Product or service exclusions
  - d) Geographic limitations
  - e) Coupons are non-transferable, non-exchangeable, and have no cash value.
- 2.2 Coupons must be redeemed according to their terms. Redemption instructions will be specified at the time of issuance.

### **3. Coupon Limitations**

- 3.1 Coupons cannot be combined with other promotions, offers, discounts, or coupons unless otherwise stated.
- 3.2 Each Coupon is limited to one use per customer unless expressly stated otherwise.
- 3.3 Elevate reserves the right to void Coupons, terminate accounts, or refuse service if Coupons are used in a manner inconsistent with these Terms or for fraudulent purposes.

### **4. SUBSCRIPTION**

- 4.1 The Services commence on the date upon which You sign-up for access and shall continue indefinitely, unless terminated in accordance with these Terms.
- 4.2 It is Your responsibility to ensure that You subscribe for the Services with the correct personal information (as defined in the relevant data protection laws, including the Data Protection Act of 2019) ("Personal Information"), so that a Responder and/or Elevate can, in the event of an emergency (or testing of the Application), use Your Personal Information to, inter alia, contact You.
- 4.3 By subscribing to the Services, you agree to be automatically entered into a promotional competition, the rules and details of which can be found here: [INSERT LINK]. You agree to be bound by these rules for the duration of the promotional competition.

### **5. CANCELLATION**

This VAS service may only be cancelled if the customer's bank account is closed, or if there are insufficient funds in the account to debit the applicable monthly fee. Cancellation under these circumstances shall be subject to the relevant process.

### **6. Warranty Disclaimer**

Elevate makes no warranties, express or implied, regarding the Coupons, including but not limited to their fitness for a particular purpose, merchantability, or non-infringement.

### **7. Limitation of Liability**

To the maximum extent permitted by law, Elevate and shall not be liable for any damages, losses, costs, or expenses arising out of or related to the use or inability to use the Coupons.

### **8. Governing Law**

These Terms shall be governed by and construed in accordance with the substantive laws of Kenya, notwithstanding the jurisdiction in which the Services are provided. As such, you hereby agree and consent to these Terms being governed by and construed in accordance with the substantive laws of Kenya.

### **9. Dispute Resolution**

- 9.1 Should any dispute, disagreement or claim arise between the Parties ("Dispute") concerning these Terms, the Parties shall endeavour to resolve the Dispute by negotiation. One of the Parties shall invite the other/s in writing to meet and to attempt to resolve the Dispute by negotiation ("Negotiation"), within 10 (ten) business days from the date of the written invitation.

- 7.2 If the Dispute has not been resolved by Negotiation within (10) ten business days of the commencement thereof, then the Parties shall submit the Dispute, for final resolution, to arbitration ("Arbitration") before an arbitrator ("Arbitrator"). The Arbitration shall be conducted in accordance with the Kenyan Arbitration Act of 1995.
- 7.3 Unless otherwise agreed in writing by all the Parties, any such Negotiation or Arbitration shall be conducted in English and in Nairobi.
- 7.4 The Arbitrator shall be such person nominated by Elevate as follows: if the question in issue is: (1) primarily an accounting matter, an independent chartered accountant of not less than (10) ten years' standing; (2) primarily a legal matter, a practising attorney or advocate of not less than (5) five years' standing; (3) primarily a technical matter, a suitably qualified person; and (4) any other matter, a suitably qualified person.
- 7.5 The provisions of this clause 7:
- 7.5.1 constitute an irrevocable consent by the Parties to any Dispute being resolved by Negotiation or Arbitration, and no Party shall be entitled to withdraw therefrom or claim at any stage of the proceedings that it is not bound by such proceedings.
- 7.5.2 are severable from the rest of these Terms and shall remain in effect despite the invalidity for any reason of these Terms or any part thereof; and
- 7.5.3 shall not preclude any Party from seeking any urgent and/or interim relief from any court of competent jurisdiction.
- 8. General**
- 8.1 These Terms constitute the entire agreement between you and Elevate regarding the Coupons and supersede any prior agreements or understandings.
- 8.2 If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.