

Terms and Conditions

Introduction

Welcome to House of Sahara website (herein the "Site"). These terms and conditions (herein "Terms and Conditions") apply to the Site, and all of its divisions, subsidiaries, and affiliates operated Internet sites which reference these Terms and Conditions. By utilizing the latest technology to ensure secure, hassle-free shopping, House of Sahara can provide you with a broad range of high quality merchandise to help you easily express your individuality and creativity. Keep in mind, however, that we here at House of Sahara provide our services to you subject to the following notices, terms, and conditions.

By accessing the Site, you confirm your understanding of the Terms and Conditions. If you do not agree to these Terms and Conditions of use, you shall not use this website. The Site reserves the right, to change, modify, add, or remove portions of these Terms and Conditions of use at any time. Changes will be effective when posted on the Site with no other notice provided. Please check these Terms and Conditions of use regularly for updates. Your continued use of the Site following the posting of changes to these Terms and Conditions of use constitutes your acceptance of those changes.

Use of the Site

By using this site, you are either at least eighteen (18) years of age or are accessing the Site under the supervision of a parent or legal guardian. We grant you a non-transferable and revocable license to use the Site, under the Terms and Conditions described, for the purpose of shopping for personal items sold on the Site. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance. Any breach of these Terms and Conditions shall result in the immediate revocation of the license granted in this paragraph without notice to you.

The site is for the sole use of individuals and entities wishing to review, consider, purchase or otherwise engage in retail transactions involving House of Sahara goods and services and/or to otherwise transact business with or contact House of Sahara, on their own behalf (or, in the case of a gift or a corporate transaction, on behalf of their intended recipients). No information concerning the transactional preferences of an individual customer (whether such customer is a person or an entity) can be entered, altered, modified or otherwise affected, by any third party on behalf of such individual customer. In particular, House of Sahara expressly prohibits third parties from opting

out of House of Sahara services and/or contacts on behalf of a House of Sahara customer or other person or entity, without both (a) House of Sahara's full knowledge as to the surrogate action being taken and (b) House of Sahara's express permission. This prohibition is intended to protect the privacy and freedom of House of Sahara's customers and the personal relationship House of Sahara works to develop with its customers and others authorized to use its Site.

Product Description

Content provided on this site is solely for informational purposes. Hand-made product may have small variations from what is provided in the description.

Submissions or opinions expressed on this Site are those of the individual posting such content and may not reflect our opinions.

Product Colors

We have done our best to display as accurately as possible the colors of the products shown on this Site. However, because the colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

Information provided to House of Sahara

Certain services and related features that may be made available on the Site may require registration or subscription. Should you choose to register or subscribe for any such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Site is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur under such password or account. Furthermore, you must notify us of any unauthorized use of your password or account. The Site shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section.

During the registration process you agree to receive promotional emails from the Site. You can subsequently opt out of receiving such promotional e-mails by clicking on the link at the bottom of any promotional email.

User Submissions

Anything that you submit to the Site and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively herein, "Submissions")

will become our sole and exclusive property and shall not be returned to you. In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit, in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, remove or edit any Submissions.

Order acceptance and pricing

Please note that there are cases when an order cannot be processed for various reasons. The Site reserves the right to refuse or cancel any order for any reason at any given time. You may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order.

In order to avoid any fraud with credit or debit cards, we reserve the right to obtain validation of your payment details before providing you with the product and to verify the personal information you shared with us. This verification can take the shape of an identity, place of residence or banking information check. The absence of an answer following such a demand will automatically cause the cancellation of the order within **two (2) days**. We reserve the right to proceed to direct cancellation of an order for which we suspect a risk of fraudulent use of credit or debit card.

We are determined to provide the most accurate pricing information on the Site to our users; however, errors may still occur, such as cases when the price of an item is not displayed correctly on the website. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged.

Trademarks and Copyrights

All intellectual property rights, whether registered or unregistered, in the Site, information content on the Site and all the website design, including, but not limited to text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain our property. The entire contents of the Site also are protected by copyright as a

collective work under Kenyan copyright laws and international conventions. All rights are reserved.

Arbitration

Any disputes, controversies, or differences arising out of the implementation, interpretation, performance of these Terms and Conditions, shall be finally settled through arbitration by a single arbitrator to be appointed in accordance with the rules of Chartered Institute of Arbitrators. The arbitrator shall be a person who is legally trained and who has experience in the information technology field and is independent of either party. The venue of the arbitration shall be Nairobi. The language used in the arbitration proceedings shall be English. The award of the arbitrator shall be final and binding and may be entered in any court of competent jurisdiction and enforced in accordance with the Arbitration Act 1995 Chapter No. 4. Notwithstanding the foregoing, the Site reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through competent courts.

Applicable Law and Jurisdiction

These Terms and Conditions shall be interpreted and governed by the laws in force in Kenya. Each party hereby agrees to submit to the jurisdiction of the Kenyan courts and to waive any objections based upon venue.

Termination

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Site or with any terms, conditions, rules,

policies, guidelines, or practices operating in the Site, your sole and exclusive remedy is to discontinue using the Site.

Limitations

For products shipped internationally, please note that any manufacturer warranty may not be valid; manufacturer service options may not be available; product manuals, instructions and safety warnings may not be in destination country languages; the products (and accompanying materials) may not be designed in accordance with destination country standards, specifications, and labeling requirements; and the products may not conform to destination country voltage and other electrical standards (requiring use of an adapter or converter if appropriate). You are responsible for assuring that the product can be lawfully imported to the destination country. When ordering from Amazon.com, the recipient is the importer of record and must comply with all laws and regulations of the destination country.

Copyright

Users should feel free to use this site as a shopping resource, but any other use of the site, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content on this site is strictly prohibited. In addition, the software used on this site is the property of House of Sahara and is protected under Kenyan and international copyright laws.

Trademarks

"House of Sahara," "House of Sahara Kenya" , "HouseOfSaharaKe" and "www.houseofsahara.co.ke" are trademarks of House of Sahara in Kenya and other countries. Site graphics, logos, and service names are trademarks of House of Sahara. These trademarks may not be used in any manner that is likely to cause confusion among customers, or in any manner that disparages, or discredits, or dilutes the House of Sahara or Site name.

Privacy

Your privacy is important to us, and we know that you care about how information about your order is used and shared.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are responsible for all activities that occur under your account or password. As a result, it is important for you to protect

against unauthorized access to your password and to your computer. Be sure to sign off when finished using a computer that others may have access to.

We would like our international customers and customers shipping products internationally to be aware that cross-border shipments are subject to opening and inspection by customs and/or postal authorities.

Also, we may provide certain order, shipment, and product information, such as titles, to our international carriers, and such information may be communicated by the carriers to customs and/or postal authorities in order to facilitate customs clearance and comply with local laws.

If the order is a gift, the package is marked "Gift," but the cost of the item is still stated on the customs form.

Customs authorities require the value of the gift item to be stated directly on the package.

Gift Messages

The House of Sahara gift message services available to our customers are subject to the following guidelines. Out of respect for all of our guests, we ask that you do not use obscene, profane, ethnic, discriminatory or threatening language or hate speech in gift messages. Examples of the kinds of conduct or content that are prohibited in House of Sahara gift messages include, but are not limited to:

- The transmission of any content that violates, facilitates the violation of, or could violate or facilitate the violation of any applicable law, regulation, or House of Sahara rule or policy;
- The transmission of any content that is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, unlawfully discriminatory, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- The impersonation of any person or entity in any part of a gift message;
- The transmission of any content that would violate the intellectual property rights of any other person or entity; and
- House of Sahara reserves the right, but is not obligated, to restrict or remove any and all content from a gift message that we determine, in our sole discretion, to violate these guidelines or applicable law or to be otherwise harmful to us, to other House of Sahara customers, or to any other person or entity.

Pricing

The prices displayed on this Site are quoted in Kenyan Shillings (Kshs) and are valid and effective in Kenya. Additional shipping and other charges may apply for orders outside of Kenya and you will be advised of such charges and your responsibility for any portion thereof before we finalize and ship your order. Furthermore, while we do our best to assure that the taxes quoted for a particular order are accurate for the applicable location to which the order is being shipped, should an erroneous quote be provided, we will notify you of such error before finalizing and shipping your order. You will be responsible for all applicable taxes, regardless of the amount quoted on this Site at the time of your order. Product availability and prices are subject to change. House of Sahara reserves the right to correct any errors, inaccuracies, or omissions and to change or update product pricing, availability or other information at any time without prior notice (including after you have submitted your order). If you do not wish to continue with your purchase after pricing or other information has been corrected, please contact us right away and we will work with you to cancel or return your order.

Text Messaging Terms and Conditions

By participating in the House of Sahara text messaging service, you are agreeing to these terms and conditions and to the House of Sahara online Terms of Use and Privacy Policy.

Text Messaging Service

House of Sahara offers our customers mobile alerts about our online offers and new product arrivals by SMS message (herein after the "Service").

Signing Up and Opting-In to the Service

Enrollment in the Service requires you to provide your mobile phone number and to agree to these Terms and Conditions. Please only provide your own mobile phone number. You may not enroll if you are under 18 years old. Before the Service will start, you will need to verify the mobile phone number you provided by responding to a text message to your mobile phone that affirms your choice to opt-in to this Service and your agreement to these Terms and Conditions. Note that in affirming this message, you acknowledge that notices about your order will be sent to the number you provide and whoever has access to that mobile phone or the carrier account may be able to see this information.

Messages You May Receive

Once you affirm your choice to opt in to the Service, you will receive the following alerts for your online order for in-store pick up. You will receive up to SIX alerts per order. You will receive an alert each time an item or items are ready for pick up; you will receive an alert when the order is complete and ready for pick up; and you will receive a reminder to pick up your order if not yet picked up after three days. You will also receive email alerts as the order is processed at the email address you provide at the time of your order.

Message and Data Rates May Apply

Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone's pricing plan and the charges for sending and receiving text messages. You acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the Service. The Service may not be available on all wireless carriers. House of Sahara may add or remove any wireless carrier from the Service at any time without notice. Customers may opt out of the Service at any time (see details below). House of Sahara is not responsible for any undue delays or errors in messages. We do our best to be accurate and to process the orders on time.

To Stop the Service

To stop receiving text messages from House of Sahara at any time, you can opt out of the Service via text message. To stop receiving text messages from House of Sahara, text the word **STOP to 84136 or text STOP** in a reply text message to any of the text messages you have received from House of Sahara. In response, you will receive a one-time opt out confirmation text message. After that, you will receive no more text messages from House of Sahara. If your order is not yet complete at the time of opt out, emails will be sent to notify you that items are ready for pick up at the email address you provided at the time of your order.

Questions

You can text HELP for help at anytime. This will provide you a link to our terms and conditions along with a phone number to call for assistance. **You can contact us at +254**. We can answer any questions about the Service and your order.

House of Sahara reserves the right to discontinue the Service at any time without notice.

PLEASE PRINT A COPY OF THESE TERMS FOR YOUR RECORDS. PLEASE CHECK BACK FREQUENTLY FOR ANY CHANGES TO THESE TERMS.