

WELL MADE STRATEGY WEBSITE USE TERMS AND CONDITIONS

1. INTRODUCTION

WELL MADE STRATEGY provides access to the WELL MADE STRATEGY website, current and future services offered on the website, software and data accessed via the Website all of which will be referred to in this Terms and Conditions as the Platform.

These Terms & Conditions govern the use of the Platform and not to any other website or any offline activities of WELL MADE STRATEGY unless where expressly stated. By accessing or using the Platform (including but not limited to accepting, uploading, submitting or downloading any information or content from or to the Website and/or use of the Services) you agree to be bound by these Terms & Conditions.

BEFORE USING THE PLATFORM, PLEASE READ CAREFULLY THE FOLLOWING CONDITIONS AND TERMS OF USE. BY REGISTERING FOR AND/OR ACCESSING, BROWSING, AND USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING ANY ADDITIONAL GUIDELINES, AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE “TERMS”), AND THAT YOUR USE OF THE PLATFORM WILL COMPLY WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS AT ALL TIMES DURING YOUR USE OF THE PLATFORM. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE PLATFORM.

2. CHANGES TO THE PLATFORM AND THE TERMS & CONDITIONS

WELL MADE STRATEGY reserves the right to add, delete or amend parts of these Terms & Conditions at our sole discretion and at any time without prior notice to you. We will post any changes to the Terms & Conditions on this page and will indicate the effective date of the revised Terms & Conditions at the top of the page. It is important for you to refer to these Terms & Conditions from time to time to make sure that you are aware of any changes that we may have made. By continuing to use the Platform you are agreeing to be bound by the revised Terms & Conditions.

3. DESCRIPTION OF WEBSITE AND THE SERVICES

Access to the Platform currently provides users with access to the Services and further online tools and resources such as audio, personalized content, social features and targeted messages. In some cases, the platform may allow you to upload, share and discover audio, videos, and personalized content with all other users on the Platform. Unless otherwise stated, any new features or tools which are added to the Website and/or the Services are subject to these Terms & Conditions. It is possible that these Terms & Conditions and a separate end user license or similar agreement may apply to a bespoke service or product offered by WELL MADE STRATEGY. In this case, these Terms & Conditions will also apply to any license or similar agreement, unless stated otherwise in the relevant license or other agreement. We may add, amend or remove any aspect of the Website and/or the Services at any time without notice. We may also impose limits on certain features and/or restrict access to parts of or all the Platform without notice or liability to you or any third party.

4. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE

Copyrights, trademark rights, database rights, design rights and any and all other intellectual property and other rights relating to the Platform existing

now or in the future (including but not limited to computer programs, source and object code, documentation, software graphics, text, images, designs, videos, animations, databases, logos, domain names, trade names and trade identities – collectively referred to as the “Content”) are the property of WELL MADE STRATEGY, its subsidiaries, affiliates and/or licensors.

The Content does not include User Submissions (as defined below) or any other content owned by and submitted by users to the WELL MADE STRATEGY Platform.

Unless expressly granted in writing by WELL MADE STRATEGY, no rights in or to the Content except those expressly set forth within these Terms & Conditions are granted to you.

The copying, reproduction, re-arrangement, sale, leasing, renting, lending, distribution, redistribution, modification or adaptation, downloading, side loading, exchanging, creating of derivative works, uploading, posting, transmitting, communication to the public or publication by you, directly or indirectly, of the Content, including the removal or alteration of advertising, except pursuant to the express limited grant of rights hereunder, is strictly prohibited. You agree to abide by any and all additional notices, information or restrictions in respect of the Platform contained in any part of the Website and/or Services. Exploiting any part of the Platform for a purpose that is not permitted by these Terms & Conditions is expressly prohibited without prior written permission from WELL MADE STRATEGY or the applicable intellectual property rights holder as identified on the Website.

Subject to your strict compliance with these Terms & Conditions, WELL MADE STRATEGY grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable license to:

- listen to audio content streamed from the Website
- submit or upload audio, video content, images and other content to the Website strictly as permitted in accordance with these Terms & Conditions and any other terms posted on the Website;
- embed WELL MADE STRATEGY widgets on your personal website, blog or social network profile pages; and
- participate in the WELL MADE STRATEGY social features and communicate with other members of the WELL MADE STRATEGY community.

5. LINKS AND THIRD-PARTY CONTENT

WELL MADE STRATEGY or third parties may provide links on the Platform to other sites or content. WELL MADE STRATEGY has no control over such other Sites or content, and therefore makes no claim or representation regarding, and expressly disclaims responsibility for the accuracy, quality, legality, nature, availability or reliability of Other Sites or content linked to by the Platform. The Platform provides links to you only as a convenience, and the inclusion of any link on the Platform does not imply our affiliation, endorsement, or adoption of the linked site or any information therein. Access and use of Other Sites, including the information, material, products and services on Other Sites and/or available through Other Sites, is solely at your own risk. When you leave the Platform, our Terms & Conditions no longer govern. You should review applicable Terms & Conditions, including the privacy and data gathering practices, of any Other Sites.

In addition, third party advertisers or commercial partners may offer goods, services and other materials to you on the Platform. Your correspondence and business dealings with others found on or through the Platform and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the relevant third party. WELL MADE STRATEGY will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such products, services, and other Content on or through the Platform. Descriptions of, or references to, products, services or publications on the Platform do not imply endorsement of that product, service or publication.

6. OUR LINKING AND WIDGET POLICY

You may include links to the Website or include widgets in any website under the following criteria:

- You may link to, but not replicate, the Content;
- You must not imply that WELL MADE STRATEGY or the Platform are endorsing or sponsoring your website or its products, unless WELL MADE STRATEGY has given its prior written consent;
- You must not present false information about WELL MADE STRATEGY or its products or services;

- You must not use any WELL MADE STRATEGY Content or Services on this platform except as expressly permitted in these Terms & Conditions or without prior permission from WELL MADE STRATEGY;
- The website must not contain content that is illegal, obscene or defamatory, or that could be construed as distasteful, offensive or controversial;
- The website must not support, endorse or encourage piracy or the unauthorized exploitation of intellectual property rights.

By linking to or embedding a widget in a third-party website, you agree that you do and will continue to comply with the above linking and embedding requirements. We reserve the right to deny permission to link to the Website or embed widgets for any reason in our sole and absolute discretion.

WELL MADE STRATEGY reserves the right to remove links or to block widgets at any time and for any reason in its absolute discretion.

7. PROHIBITED USES

- As a condition of your use of the Platform, you will not use the Platform for any purpose that is unlawful or prohibited by these Terms & Conditions. Access to the Platform from territories where their access or use thereof is illegal is strictly prohibited. You are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, electronic mail, or privacy.
- You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute or exploit, any portion of the Platform for any purpose.
- You agree not to defame, harass, abuse, threaten, stalk or defraud users of the Platform, or collect, or attempt to collect, personal information about users or third parties without their consent.
- You agree not to intentionally interfere with or damage, impair or disable the operation of the Platform or any user's enjoyment of it, by any means, including but not limited to uploading or otherwise disseminating viruses, worms, spyware, adware or other malicious code.
- You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Platform, including but not limited to any features that prevent or restrict the use or copying of any content accessible through the Platform, or features that enforce limitations on the use of the Platform.
- You agree not to attempt to gain unauthorized access to the Platform, or any part of it, other accounts, computer systems or networks connected to the Platform, or any part of it, through hacking, password mining or any other

means or interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform.

- You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform. You agree neither to modify the Platform in any manner or form, nor to use modified versions of the Platform, including, without limitation, for the purpose of obtaining unauthorized access to the Platform.
- You agree that you will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform.
- You agree not to utilize framing techniques to enclose any trademark, logo, or other Content without our express written consent. You agree not to use any meta tags or any other “hidden text” utilizing WELL MADE STRATEGY name or trademarks without our express written consent.
- You will promptly remove any links that WELL MADE STRATEGY finds objectionable in its sole discretion. You agree not to use any WELL MADE STRATEGY logos, graphics, or trademarks as part of the link without our express consent.
- You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Platform. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.
- You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- You agree not to modify, adapt, translate or create derivative works based upon the Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- You represent, warrant and agree that you will comply with the above acceptable use requirements. WELL MADE STRATEGY reserves the right, in its sole discretion, to terminate any user’s account or take such other action as WELL MADE STRATEGY sees fit in relation to any user who partakes in any of WELL MADE STRATEGY’s prohibited uses or in breach of any of the other terms set forth herein. In extreme cases or as required by law or regulation, WELL MADE STRATEGY reserves the right to take court action and/or report users to the relevant authorities.

8. COPYRIGHTS AND COPYRIGHT AGENTS

WELL MADE STRATEGY aims to respect the intellectual property rights of others. If you believe that your work (or the work of a third party on whose behalf you are entitled to act) has been copied, used, or made available on or through the WELL MADE STRATEGY Platform in a way that constitutes copyright infringement of your intellectual property, please contact us using the contact information on the 'contact' tab on the website with a copyright infringement notice ("Notice") which should include the following written information:

- a statement that you have identified material on the Website which infringes your copyright (or infringes the copyright of a third party on whose behalf you are entitled to act, if applicable);
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notice, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit WELL MADE STRATEGY to locate the material (e.g. a URL and/or screen shot in which the infringing content can be clearly identified);
- your full name, email address, postal address and telephone number on which you can be contacted;
- a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement by you that the information in the Notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; and
- a physical or electronic signature (which may be a scanned copy) of a person authorized to act on behalf of owner of the work that is allegedly infringed.

WELL MADE STRATEGY's agent for notice of claims of copyright infringement on or regarding the platform can be reached as follows:

By email: miles.bredin@wellmadestrategy.com

If you are unsure about your rights in respect of material, or whether there has been an infringement of your rights, we suggest you take legal advice before, sending a Notice to WELL MADE STRATEGY.

9. USER SUBMISSIONS

Generally, The Platform permits the submission and posting or linking of commentary or any other content submitted by you and other users (“User Submissions”), and the hosting, sharing, and/or publishing of such User Submissions. User Submissions are displayed for informational purposes only and are not controlled by WELL MADE STRATEGY. WELL MADE STRATEGY makes no representations that it will publish or use your User Submissions in any way and may or may not use your User Submissions in its sole discretion. You understand that whether such User Submissions are published, WELL MADE STRATEGY does not guarantee any confidentiality with respect to any User Submissions.

You shall retain all of your ownership rights in your User Submissions, however, by submitting content to WELL MADE STRATEGY, you hereby grant WELL MADE STRATEGY and its affiliates a non-exclusive, limited, fully paid-up, royalty-free, worldwide license to use, distribute, perform and reproduce your submissions in connection with the WELL MADE STRATEGY Platform. This includes, without limitation, the promotion and redistribution of part or all the Platform (and derivative works thereof), in any media formats and through any media channels.

You also hereby grant to each user of the Platform a non-exclusive license to access your User Submissions through the Platform, and to use, reproduce, distribute, prepare derivative works of, display, and perform such User Submissions as permitted by the functionality of the Platform and these Terms & Conditions.

User Submissions Representations and Warranties

You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that:

- (i) You own, or have the necessary licenses, rights, consents, and permissions to use and authorize WELL MADE STRATEGY to use all patent, trademark, copyright, or other proprietary rights in and to any and all User Submissions to enable inclusion and use of User Submissions in the manner contemplated by WELL MADE STRATEGY and these Terms & Conditions and to grant the rights and license set forth above, and
- (ii) Your User Submissions, WELL MADE STRATEGY's use of such User Submissions pursuant to these Terms , and WELL MADE STRATEGY's exercise of the license rights set forth above, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (c) violate any applicable law or regulation.

User Submissions Prohibited Uses

In connection with your User Submissions, you further agree that you will not:

- (i) publish misrepresentations that could damage WELL MADE STRATEGY or any third party;
- (ii) submit material that is unlawful, defamatory, libelous, slanderous, threatening, pornographic, obscene, vulgar, harassing, harmful, hateful, abusive, racially or ethnically offensive or is otherwise inappropriate;
- (iii) post advertisements or solicitations of business;
- (iv) impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- (v) post User Submissions that would be harmful to minors in any manner.

In any case of violation of any of the above user submission rules and requirements or as required by law or regulation, WELL MADE STRATEGY reserves the right to take court action and/or report users to the relevant authorities, for instance but not limited to when a user submission becomes subject of a copyright infringement note.

10. REMOVAL OF CONTENT

WELL MADE STRATEGY, its affiliates and other designees shall have the right (but not the obligation) to refuse or remove any Content that is available on the Platform, in whole or in part, at any time for any reason or no reason, with or without notice and with no liability of any kind.

11. DISCLAIMER OF WARRANTIES

The platform, including, without limitation, all content, software, and functions made available on or accessed through or sent from the website, are provided “as is,” “as available,” and “with all accuracy.” WELL MADE STRATEGY and its affiliates warrant the accuracy of the content provided by them on the site and make no representation or warranties or endorsements of any kind whatsoever (express or implied) about:

- a) the messages, content and information sent from or through the platform by users;
- b) any products or services offered via the website or hypertext links to third parties; and/or
- c) the treatment of any information, content, material or data transmitted by users to the platform;
- d) security associated with the transmission of sensitive information through the platform or any linked site. WELL MADE STRATEGY does not warrant that the platform, any of the platform’ functions or any content contained therein will be uninterrupted or error-free; that defects will be corrected; or that the platform or the servers that make them available are free of viruses or other harmful components.

WELL MADE STRATEGY does not warrant that your activities in connection with or use of the platform are lawful in any particular jurisdiction and, in any event, WELL MADE STRATEGY specifically disclaims such warranties to the fullest extent permitted by law. You understand that by using any of the features of the platform, you act at your own risk, and you represent and warrant that your access and activities are lawful in every jurisdiction where you access or use the website, the services or the content. Further, WELL MADE STRATEGY and its subsidiaries and affiliates disclaim, to the fullest extent permitted by law, any express or implied warranties including, without limitation, non-infringement, merchantability, fitness for a particular purpose, and title.

WELL MADE STRATEGY, its subsidiaries or affiliates or the directors, officers, employees, or any other representatives of each of them (collectively, the “WELL MADE STRATEGY entities and individuals”) shall not be liable in any event for the use of the platform or any other services, including, without limitation, the content and any errors contained therein. Where any jurisdictions limit or do not allow the disclaimer of implied or other warranties as set out above, the disclaimer may not apply to the extent the law of such jurisdiction is applicable to this agreement. You agree that your use of the platform is entirely at your own risk.

12. DISCLAIMERS/LIMITATION OF LIABILITY

Without limitation of anything else set forth in these terms & conditions, you understand and agree that WELL MADE STRATEGY further limits its liability in connection with your use of the platform as set forth below: under no circumstances shall WELL MADE STRATEGY, its subsidiaries, or affiliates or the directors, officers, employees, or any other representatives of each of them (collectively, the “WELL MADE STRATEGY entities and individuals”) be liable to you for any loss or damages of any kind, including, without limitation, for any special, direct, indirect, incidental, exemplary, economic, punitive, or consequential damages that are directly or indirectly related to

- 1) the platform, the content, or your user submissions;
- 2) the use of, inability to use, or performance of the platform or any of the content or features thereon;

- 3) any action taken in connection with an investigation by WELL MADE STRATEGY or law enforcement authorities regarding your use of the platform or content;
- 4) any action taken in connection with copyright owners and/or copyright infringement;
- 5) any errors or omissions in the platform's technical operation, even if foreseeable or even if the WELL MADE STRATEGY entities and individuals have been advised of the possibility of such damages whether in an action of contract, negligence, strict liability tort (including, without limitation, whether caused in whole or in part by negligence, acts of God, telecommunications failure, or theft or destruction of the platform). Nothing in these terms & conditions limits or excludes WELL MADE STRATEGY's liability for:
 - a. death or personal injury caused by its proven negligence;
 - b. the tort of deceit; or
 - c. any liability which cannot be limited or excluded by law.

If any of these terms & conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms & conditions are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms & conditions and the remaining terms shall survive and continue to be binding and enforceable.

The WELL MADE STRATEGY entities and individuals are not responsible for any damage to any user's computer, hardware, computer software, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction. Your access to and use of this the platform is at your risk. If you are dissatisfied with the platform or any of the content, your sole and exclusive remedy is to discontinue accessing and using the platform or the content. You recognise

and confirm that in the event you incur any damages, losses or injuries that arise out of WELL MADE STRATEGY's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any web site, property, product, program, television show, motion picture or other audio/visual content owned or controlled by WELL MADE STRATEGY and/or its subsidiaries, and/or affiliates or your user submissions, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any WELL MADE STRATEGY website, services, platform, product, program, music, television show, motion picture or other audio/visual content or your user submissions or any and all activities or actions related thereto.

13. INDEMNITY

You agree to indemnify, hold harmless, and keep WELL MADE STRATEGY, its subsidiaries and affiliates, and their respective owners, officers, managers, members, agents and employees, fully and effectively indemnified with respect to any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees arising out of or in connection with these Terms & Conditions, including, without limitation:

- a. your use of the Platform;
- b. your violation of these Terms & Conditions or any law, rule or regulation;
- c. your use of the Content; or
- d. your placement or transmission of any of your User Submissions or any other content or materials on or through the Platform.

You will cooperate as fully and reasonably as required by WELL MADE STRATEGY in the defense of any claim. Notwithstanding the foregoing, WELL MADE STRATEGY retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against WELL MADE STRATEGY herein under the terms and

provisions of this Section 13 and in no event shall you settle any such claim without WELL MADE STRATEGY's prior written approval.

14. GOVERNING LAW

The Terms of Use shall be governed by and construed in accordance with the laws of Kenya, without regard to its conflicts of laws principles.

15. MISCELLANEOUS

Unless otherwise stated, any other rules, restrictions, guidelines and terms and conditions that may be posted or made available in connection with a feature on the Website or Service are incorporated by this reference into these Terms & Conditions.

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the Platform and the Content, including, without limitation, those governing your transmission or use of any software or data.

These Terms & Conditions and any applicable end user license or similar agreements contain the sole and entire agreement between WELL MADE STRATEGY and its users with respect to the Platform, the Content and User Submissions and supersedes any and all other prior written or oral agreements between WELL MADE STRATEGY and its users. If any provision of these Terms & Conditions shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these Terms & Conditions. No waiver on the part of WELL MADE STRATEGY of any of these Terms & Conditions will be of any force or effect unless made in writing and signed by a duly authorized officer of WELL MADE STRATEGY. Nothing in these Terms & Conditions are intended to confer on any third party (whether referred to in the Terms & Conditions by name, class, description or otherwise) any benefit or any right under any legislation in any country to enforce any provisions of these Terms & Conditions.

16. TERMINATION

You understand and agree that WELL MADE STRATEGY will determine your compliance with these Terms & Conditions in its sole discretion. WELL MADE STRATEGY reserves the right to restrict, suspend, deny or terminate access to all or part of the Website or any Service and to deny access to any person in its sole discretion without notice or liability of any kind. WELL MADE STRATEGY maintains a policy that provides for the termination in appropriate circumstances of the Website use privileges of users who are repeat infringers of intellectual property rights and/or any other breaches of any of these Terms & Conditions. Any violation of these Terms & Conditions may be referred to law enforcement authorities. Upon termination of your user account or access to the Web Site, or upon demand by WELL MADE STRATEGY, you must destroy all materials obtained from the Platform and all related documentation.

17. PRIVACY

WELL MADE STRATEGY understands that privacy is important. Registration data and certain other information about you are subject to our Privacy Policy. Please read the Privacy Policy on the Website for information on how your personal data and other information about you will be handled. By accepting these Terms & Conditions you are also accepting the terms of the Privacy Policy.