

CDSC Mobile App use Terms and Conditions

The use of CDSC mobile app is subject to the following terms and conditions:

1. Definitions and Interpretation

Unless the context otherwise requires:

“CDSC” means the Central Depository and Settlement Corporation Limited, a company that is duly licensed by the Authority to provide central depository services for securities.

“CDSC Mobile App” means this software/application as provided to you by CDSC

“Privacy Policy” means a statement or a legal document that discloses some or all of the ways a party gathers, uses, discloses, and manages a customer or client's data.

“Terms” means these Terms and Conditions

“We” means the Owner of the Mobile App (CDSC).

“You” means the User of the Mobile App.

2. Application of Terms

These Terms apply to the registration and use of CDSC Mobile App.

Your registration for, use and continuous usage of the CDSC Mobile App shall be deemed to be acceptance to these terms

CDSC may vary these Terms any time at their sole discretion. If these terms and conditions are modified, we will post a clear, easily accessible modification notification on the App. If you continue using the App, you will be bound by any or all modifications made to it

3. Registration

You must register in order to access CDSC Mobile App services.

In order to safeguard your account, you shall not disclose Your Login Credentials to a third party. CDSC disclaims any liability or loss that may arise as a result of your disclosure of such information to a third party or loss of the device used to access this application.

4. Privacy Policy

The objective of the privacy policy is to ensure that mobile app user's information is protected from unauthorized persons. The policy also seeks to regulate the use of your information by CDSC. The policy is effective from 10/10/2017.

5. Information we collect

We may collect the following information:

- Your usage of the app
- Geographic information such as but not limited to; your current location
- Other information relevant to customer surveys and/or offers

6. Use of Your Personal Information

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional notifications about new products, special offers or other information which we think you may find interesting using the email address which you have provided on your CDS account and or via in app notifications.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by in-app messaging, email, phone, fax or mail. We may use the information to customize the mobile app according to your interests.

7. Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and procedural controls to safeguard and secure the information we collect. However, it is your responsibility to ensure your credentials and the device used to access the CDSC mobile app are kept safe.

8. Links to other websites

CDSC mobile app may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website or app. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website

9. Intellectual Property Rights

- CDSC mobile app contains material which is owned by or licensed to us. This material includes, but is not limited to, the source code, design, layout, look, appearance and graphics. Reproduction and or modification is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

- All trademarks reproduced in this mobile app which are not the property of, or licensed to the operator are acknowledged on the mobile app.
- Unauthorized use, reverse engineering and or modification of the CDSC mobile app may give rise to a claim for damages and/or is a criminal offence.

10. Warranty and Representation

- CDSC warrants that it's the registered and legal owner of CDSC Mobile App.
- CDSC does not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this mobile app for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

11. Indemnity and Exclusion of Liability

- Your use of any information or materials on this mobile app is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this mobile app meet your specific requirements.
- While we will endeavor to ensure that the App is normally available 24 hours a day, we shall not be liable if for any reason the App is not available at any time or for any period. Access to the App may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. For the avoidance of doubt, we shall not be liable for any loss or liability which may be suffered or incurred by you as a result of any suspension of, or interruption to, the operation of the App
- In addition, CDSC excludes all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party in any way or in connection with:
 - a) The App and your use, delay in use or inability to use the App or if it does not work as you expect or would like or if it contains any defects or errors and whether or not we correct any of those defects or errors;
 - b) Your access to and use of any material on the App or material linked to or referred to on the App; and/or
 - c) Any loss or damage to your Device or any other hardware or software you use in connection with the App, including in connection with any viruses that may affect the same on account of your downloading and use of the App.
 - d) You acknowledge that use of the App is dependent on third parties, including your own network providers, and that we are not liable for any acts or omissions of those third parties.

We exclude any liability implied by law and not set out in these Terms to the extent that we are permitted by law.

You shall indemnify us (and you shall keep us indemnified) and hold us and our directors, employees, agents and representatives harmless against any claim, loss, expense, liability or damages suffered by us resulting from your breach of these Terms.

12. Termination

CDSC may terminate your use of the App with or without notice at any time and without any liability to you. Upon any termination your right to use the App, and any other rights or permissions granted to you in these Terms, will end and you must stop using the App and delete it from your Device

13. Governing Law

These terms and conditions are governed by the Laws of Kenya.