

## Gundua Privacy Policy

### 1. INTRODUCTION

1.1 At Gundua, we value your privacy. We are committed to ensuring that the use of your personal data is lawful, fair and transparent, with the purpose of improving your advertising/content sharing experience and the quality of our services.

1.2 This Privacy Policy explains how we collect, use, disclose and protect your personal data when you access or use our websites, mobile applications (including the Gundua App), platforms and services—whether or not you are a registered user. It also describes your data rights and how to exercise them. Gundua processes your personal data in accordance with applicable privacy laws in Kenya.

1.3 The data controller for your personal data is Tangundua Tangazo Ltd (Company Registration Number: PVT-27ULBQQ8), P.O. Box 617 – 00902 Kikuyu, Kenya.

1.4 Please read this policy carefully to understand how we collect, use and safeguard your personal data. This policy also includes details about our use of cookies, which help us deliver and improve our services.

1.5 If you have any questions about our privacy practices, contact us at: [gundua@brandberi.co.ke](mailto:gundua@brandberi.co.ke).

### 2. WHAT PERSONAL DATA DO WE COLLECT?

2.1 We collect personal data in the following circumstances:

- When you download or use the Gundua App.
- When you register an account.
- When you make payments.
- When you contact support.
- When you participate in surveys, promotions, or marketing campaigns.

2.2 We may also receive personal data from third parties authorized to share such data with us.

2.3 Categories of personal data collected include:

- **Account Information:** Mobile number or email, password, preferences.
- **Payment Information:** Payment plans, MPESA details, card data, third-party payment processor details.

- **Usage Data:** Ad interactions, screen views, navigation behavior, search queries, voice commands.
- **Support Interactions:** Chat transcripts, reason for contacting support.
- **Cookies and Device Identifiers:** As detailed in our Cookie Policy.
- **Surveys & Feedback:** Your views about our services, features and usability.
- **Social Media Data:** Your public profile and content shared during interactions.
- **Profiles:** Where permitted, multiple users under a single Gundua account may maintain individual preferences.
- **Age Restriction:** Users must be 18 years or older.

2.7 Providing personal data is voluntary, but required for using some services (e.g., creating an account, making payments).

### 3. WHY WE PROCESS PERSONAL DATA

We process your personal data for the following purposes:

- **To perform our contract with you** (e.g., creating and managing your account, enabling transactions, providing access to advertising channels).
- **To personalize your experience**, including recommendations based on your advertising/content sharing preferences.
- **To provide customer support** and communicate service updates.
- **To comply with legal obligations**, such as tax, financial or regulatory requirements.
- **To market Gundua and partner products/services**, including personalized marketing (subject to your preferences).
- **For analytics, service improvement, security** and to develop new features.
- **To investigate misuse**, fraud, or legal violations.
- **To facilitate a corporate transaction** (e.g., sale, merger, restructuring).

You may opt out of marketing communications or data analytics via your account settings or by contacting us through [gundua@brandberi.co.ke](mailto:gundua@brandberi.co.ke)

### 4. WHO RECEIVES YOUR PERSONAL DATA

We may share your data with:

- **Affiliated Companies** (entities under common control with Gundua).
- **Trusted Service Providers** (e.g., for hosting, payments, analytics and support).
- **Marketing Partners** (e.g., agencies, ad networks).
- **Government and Legal Authorities**, when required by law.
- **Successors or Buyers**, in case of a reorganization or sale.

Cross-border transfers, where applicable, are handled with appropriate safeguards in line with Kenyan privacy laws.

## 5. YOUR RIGHTS

You have the following rights over your data:

- **Access:** Request a copy of your personal data.
- **Correction:** Request corrections to inaccurate data.
- **Deletion:** Request erasure of your data, subject to legal limits.
- **Object to Processing:** Object to marketing or data use based on legitimate interest.
- **Data Portability:** Receive your data in a machine-readable format.
- **Restriction:** Request processing restrictions under specific circumstances.
- **Withdraw Consent:** Revoke consent for data use at any time.

To exercise your rights over your personal data stored and/or controlled by Gundua and its affiliates, contact us at: [gundua@brandberi.co.ke](mailto:gundua@brandberi.co.ke)

## 6. DATA RETENTION

We retain your data only as long as necessary for:

- Service delivery
- Legal obligations
- Business and analytics
- Marketing (where consented)

We may encrypt, anonymize, or pseudonymize your data for enhanced security and privacy.

## 7. SECURITY

We maintain appropriate technical and organizational safeguards to protect your personal data against unauthorized access, loss, or misuse. We follow accepted industry practices to maintain data integrity and confidentiality.

## 8. COOKIES

We use cookies and similar technologies to:

- Ensure app and website functionality
- Enable personalization
- Facilitate analytics and performance tracking
- Deliver targeted advertising (with consent)

You can manage or withdraw your cookie preferences in your account settings or browser.

## 9. INDEMNITY CLAUSE – USER-GENERATED CONTENT

While Gundua enforces community guidelines and strives to maintain content quality, Gundua is not responsible for content uploaded and aired by users through the platform. By using Gundua services, you confirm that:

- You are the rightful owner or authorized user of the content shared;
- You take full responsibility for any impact caused by your content;
- Gundua, its partners (e.g., screen owners, event organizers, venue owners) and affiliates are not liable for any damages, disputes, or legal issues resulting from your shared content.

Gundua acts as a neutral platform, similar to social media services, facilitating content distribution but not controlling individual user submissions.

## 10. COMMUNITY GUIDELINES

Gundua is a platform that enables users to post content directly to digital screens in public and private spaces. To maintain a respectful and safe environment, the following rules apply:

- **No Harmful or Illegal Content:** Do not post anything that promotes violence, hate speech, illegal activity, harassment, or discrimination.
- **Respect Privacy:** Do not share personal data or images of others without consent.

- **No Sexual or Adult Content:** Nudity, sexually explicit material, or sexually suggestive content is strictly prohibited.
- **No Political or Religious Extremism:** Content that incites division or unrest is not allowed.
- **No False or Misleading Claims:** Ads and content must be honest and not deceptive.
- **No Copyright Violations:** Do not post content you do not own or have permission to use.
- **Maintain Relevance:** Ads must be appropriate for the venue or screen location (e.g., malls, restaurants, taxis).
- **Gundua Reserves the Right** to moderate, remove, or block any content or account that violates these guidelines without prior notice or compensation.

Users who violate community guidelines may be suspended or banned from the platform.

## **11. CHANGES TO THIS POLICY**

We may update this policy from time to time. Updated versions will be posted on the Gundua App and website. Continued use of the service implies acceptance of the revised policy.

In case of inconsistencies across versions, the English version of this Privacy Policy will prevail.

For questions, reach us at: [gundua@brandberi.co.ke](mailto:gundua@brandberi.co.ke)

## **Gundua Terms and Conditions**

**Effective Date: 1<sup>st</sup> July 2025**

These Terms and Conditions ("Terms") govern your access to and use of Gundua, a platform owned and operated by Tangundua Tangazo Ltd (Company Registration Number: PVT-27ULBQQ8). By accessing or using the Gundua App, website, or any of its services (collectively referred to as "Gundua" or "our Services"), you agree to be bound by these Terms.

If you do not agree with any part of these Terms, please do not use Gundua.

### **1. DEFINITIONS**

- **"User"** or **"You"** means any person accessing or using Gundua's Services.
- **"Content"** means all materials (ads, images, text, video, etc.) uploaded, published, or distributed via Gundua.
- **"Platform"** refers to the Gundua App, website and any affiliated platforms operated by Gundua.

### **2. ELIGIBILITY**

You must be at least 18 years old to register and use Gundua. By creating an account, you confirm that you meet this requirement.

### **3. ACCOUNT REGISTRATION & SECURITY**

- You are responsible for maintaining the confidentiality of your login credentials.
- You agree to provide accurate, current and complete information during registration.
- You are responsible for all activities that occur under your account.

### **4. USER CONTENT**

- You retain ownership of all content you upload but grant Gundua a non-exclusive, royalty-free, worldwide license to use, reproduce, display and distribute your content for the purpose of delivering Gundua products and services or marketing/creating awareness for Gundua and its affiliate services across any and all available marketing/advertising channels in, perpetuity. These channels include but are not limited to: Social Media channels, TV, Digital Outdoor Signage (Digital & Static), Vehicle/Transit signage, Below the line branding, T-shirts and other wearables and any other awareness creation channels available to Gundua at the time.

- You confirm that:
  - You have all necessary rights and permissions to use and share the content.
  - Your content does not violate any laws, third-party rights, or community guidelines.
- Gundua does not actively monitor content but reserves the right to review, moderate, reject, or remove content that violates these Terms or applicable laws.

## **5. COMMUNITY GUIDELINES**

By using Gundua, you agree not to upload or distribute content that:

- Contains hate speech, violence, nudity, or sexually explicit material
- Promotes illegal activity, discrimination, or harassment
- Infringes on copyright, trademark, or any other intellectual property rights
- Misleads, impersonates, or defames others
- Violates the privacy of any individual

## **6. PAYMENT TERMS**

- Some services on Gundua are paid (e.g., ad placements, screen access). Payments are processed via integrated payment providers (e.g., M-PESA, credit/debit cards).
- All payments are final unless otherwise stated.
- Failure to make payment may result in service disruption.

## **7. INDEMNITY & LIABILITY**

- You agree to indemnify and hold harmless Gundua, its affiliates, partners (including screen owners and event venues/organizers), officers and employees from any claims, damages, or liabilities arising out of:
  - Content you submit or share
  - Your use or misuse of the platform
  - Your breach of these Terms

- Gundua does not warrant that the services will be uninterrupted or error-free.
- Gundua shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of your use of the service.

## **8. INTELLECTUAL PROPERTY**

- All platform content, including Gundua logos, trademarks, software and designs, are owned or licensed by Tangundua Tangazo Limited.
- You may not use any Gundua branding or assets without prior written consent.

## **9. TERMINATION**

- Gundua may suspend or terminate your account if:
  - You violate these Terms
  - You use the platform for unlawful or fraudulent activities
  - Required by law enforcement or regulation
- Upon termination, you may lose access to your account and any data or content may be deleted.

## **10. THIRD-PARTY SERVICES**

Gundua may integrate with third-party platforms, apps, or payment processors. Use of those services is governed by their own terms and privacy policies.

## **11. MODIFICATIONS**

Gundua may update these Terms from time to time. We will notify users of any material changes via email, app notification, or on the website. Continued use of the platform after such changes constitutes acceptance of the updated Terms.

## **12. GOVERNING LAW & DISPUTES**

These Terms shall be governed by and construed in accordance with the laws of the Republic of Kenya. Any disputes arising shall be submitted to the exclusive jurisdiction of the courts of Kenya.

## **13. CONTACT**



For questions, support, or to report a violation of these Terms, contact us at:

**Email:** [gundua@brandberi.co.ke](mailto:gundua@brandberi.co.ke)