



## OPEN CAPITAL TALENT DIAGNOSTIC WEBSITE TERMS & CONDITIONS

### Introduction

The Terms & Conditions contained herein on this webpage, shall govern your use of this website and all pages within this website (collectively referred to herein below as this "website" or "site"). These Terms apply to your use of this website and by choosing to use this site, you expressly accept all these Terms & Conditions in full. You must not use this website, if you have any objection to any of these Terms & Conditions.

These Terms & Conditions are service specific only apply to the services offered to you by Open Capital through this website and do not apply to any other services that may not be listed/accessible through this site which Open Capital may offer you or any other client. The Terms & Conditions are prepared and written in English. If any translated version conflicts with the English version, the English version controls, unless prohibited by the applicable law.

Failure to comply with these Terms & Conditions may lead to termination of any services offered to you by Open Capital, including any ongoing contracts & engagements and active accounts/profiles. Where applicable, noncompliance may also subject you to any relevant and applicable legal action.

### Intellectual Property Rights

Open Capital and/or its licensors own all rights to the intellectual property and material contained in this website with the exception of content that you own, which you may have opted to include on this website under these Terms & Conditions. All rights are reserved to Open Capital and/or its licensors. You are granted a limited license only, subject to the restrictions provided in these Terms & Conditions for purposes of viewing the material contained on this website.

### Restrictions

You are expressly and emphatically restricted from all the following:

- Publishing any website material in any media.
- Selling, sublicensing and/or otherwise commercializing any website material.
- Publicly performing and/or showing any website material.
- Using this website in any way that is, or may be, damaging to this site.
- Using this website in any way that impacts user access to this website.
- Using this website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the website, or to any person or business entity.
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this website, or while using this website.
- Engaging this website to engage in any advertising or marketing.

You are restricted from accessing certain parts of this website, Open Capital may further restrict your access to any areas of this site at any time, in its sole and absolute discretion. You must maintain confidentiality of any user ID and password you may have for this site, Open Capital is not responsible for any liabilities that may arise as result of you losing and/or intentionally breaking this confidentiality (e.g. through sharing log in credentials, leaving your credentials unattended, etc.)

### Your Content

In these Terms & Conditions, "Your Content" shall mean any text, images, or other material you choose to display on this website, including your demographic data such as age, gender, etc. By displaying your content, you grant Open Capital a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce,



adapt, publish, translate, and distribute it in any and all media. All data collection will be anonymized, and no raw data will be shared – only computed averages and summary statistics based on the raw data collected will be made available to other parties.

Your Content must be your own and must be non-infringing on any third party's rights. Open Capital reserves the right to remove any of Your Content from this website at any time, and for any reason, without notice. Should a third party submit any of your data/data that relates to you with or without your consent, it will be treated as data belonging to the respective submitter and Open Capital will not be responsible for how this data submission may affect you.

### **Confidentiality**

Open capital will treat your data as confidential and will only use and/disclose it in accordance with these Terms & Conditions, and the website Privacy Policy. However, your data is not considered confidential if:

- It is or becomes public (other than through breaching of these Terms & Conditions).
- It was lawfully known to Open Capital prior to receipt from you.
- Received from a third party without knowledge of breach of any obligation owed to you.
- It is shared if your account is migrated to an Enterprise account, and/or if your account is registered using a work email address of that organization.
- It was independently developed by Open Capital without any reference to your data.

Open Capital may have to share your data/information if required by law but will only do so only after making commercially reasonable efforts to inform and get your consent prior or allow you to dispute this requirement to disclose your data.

### **Account management**

You may be required to open an account/profile as you subscribe for some of the services offered on this site. You are responsible for safeguarding any login credentials associated with your account/profile (credentials may include your username, email address, phone number, password, security questions, etc.). Other than the activity that Open Capital is directly responsible for which is not performed in accordance with your instructions, you are solely responsible for any activity on your account, whether or not you authorized it. If you become aware of unauthorized activity on your account, you should notify Open Capital immediately. Accounts may not be shared and may only be used by one individual/company, Open Capital will not be responsible for any liability that may arise from sharing account details (including log in credentials).

Always make sure your account details are accurate and up to date, including contacts linked to the account such as email addresses, phone numbers, etc., and where applicable, payment details associated with the account.

Open Capital may suspend or terminate the account in case of long periods of inactivity (which includes logging in or paying associated fees). However, we will warn you prior to the termination of your account to give you the option to increase activity or terminate it yourself. All outstanding fees relating to the account need to be cleared prior to termination.

### **No warranties**

This website is provided "as is," with all faults, Open Capital makes no express or implied representations or warranties, of any kind related to this website or the materials contained on this website. Additionally, adherence to any form consult or advice obtained from this website is at your own digression, Open Capital will not be responsible for any liabilities that may arise from adherence to this consult or advice.

**Limitation of liability**

In no event shall Open Capital, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this website, whether such liability is under contract, tort or otherwise. Open Capital, including its officers, directors and employees shall not be liable for any indirect, consequential, or special liability arising out of or in any way related to your use of this website.

**Indemnification**

You hereby indemnify Open Capital, to the fullest extent, from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms & Conditions.

**Severability**

If any provision of these Terms & Conditions is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms & Conditions unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

**Variation of Terms**

Open Capital is permitted to revise these Terms & Conditions at any time as it sees fit, and by using this website you are expected to review such Terms & Conditions on a regular basis to ensure you understand all factors governing use of this website.

**Assignment**

Open Capital shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms & Conditions without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

**Entire Agreement**

These Terms & Conditions, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Open Capital and you in relation to your use of this website, and supersede all prior agreements and understandings with respect to the same.

**Governing Law & Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of Kenya, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Kenya for the resolution of any disputes.