

STDIOX LABS LIMITED: SOLDOUTAFRICA

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Platform Overview

SOLDOUTAFRICA ("the Platform") is a B2B Software-as-a-Service (SaaS) platform owned and operated by STDIOX LABS LIMITED ("we," "us," "our"), a company registered under the laws of Kenya. The Platform provides event management infrastructure and intelligence to event organizers, promoters, and ticketing companies.

1.2 Acceptance of Terms

By accessing or using the SOLDOUTAFRICA platform, you ("User," "Client," "Event Organizer") accept and agree to be bound by these Terms and Conditions. If you do not agree to these terms, you should not use the Platform.

1.3 Modifications

We reserve the right to modify these Terms and Conditions at any time. Changes will be effective upon posting to the Platform. Your continued use of the Platform after changes are posted constitutes your acceptance of the modified terms.

2. ACCOUNT REGISTRATION AND ONBOARDING

2.1 Eligibility

To use the Platform, you must:

- Be at least 18 years of age
- Be a legally registered business or organization in Kenya or East Africa
- Have the authority to enter into this agreement on behalf of the business
- Provide accurate and complete information

2.2 Account Creation

During registration, you will:

- Create an account with accurate business information
- Provide required documentation including business registration certificates
- Complete KYC (Know Your Customer) requirements in accordance with Kenyan law
- Choose a subscription plan appropriate for your business needs

2.3 Account Security

You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities occurring under your account
- Notifying us immediately of any unauthorized use or security breaches

2.4 Onboarding Process

The onboarding process includes:

- Technical setup and configuration of your event organization profile
- Template and branding customization
- Payment gateway integration
- Training for designated administrators and event organizers
- DNS configuration if applicable

3. SUBSCRIPTION SERVICES

3.1 Subscription Plans

The Platform offers multiple subscription tiers with varying features and capabilities. Details of current plans are available on our website and subject to change with notice.

3.2 Subscription Fees

- Fees are payable monthly or annually according to your selected plan
- Payments are due in advance of the subscription period
- All fees are quoted in Kenyan Shillings (KSH) and inclusive of applicable taxes
- Failure to pay fees may result in service suspension

3.3 Subscription Term and Renewal

- Subscriptions commence on the date of activation
- Subscriptions automatically renew for the same period unless cancelled
- Cancellation requests must be submitted at least 30 days before the renewal date

3.4 Subscription Modifications

- You may upgrade your subscription at any time
- Downgrades will take effect at the start of the next billing cycle
- Pro-rated charges may apply for mid-cycle upgrades

4. TRANSACTION PROCESSING

4.1 Ticket Sales

- The Platform facilitates ticket sales on behalf of Event Organizers
- Event Organizers are responsible for setting ticket prices and availability
- All ticket transactions are subject to a processing fee as outlined in your subscription agreement

4.2 Payment Processing

- Payments are processed through integrated payment gateways
- All financial transactions must comply with Kenyan financial regulations
- We maintain appropriate security measures in accordance with the Data Protection Act of Kenya

4.3 Transaction Fees

- Transaction fees where eligible are calculated as a percentage of the ticket price
- Fee rates vary based on subscription tier
- Additional fees may apply for certain payment methods or currencies

4.4 Taxes

- Event Organizers are responsible for determining and collecting applicable taxes
- The Platform may provide tax calculation tools, but accuracy remains the responsibility of the Event Organizer

- We will provide necessary transaction records for tax compliance purposes

5. PAYOUTS

5.1 Payout Schedule

- Standard payouts are processed within 7 business days after event completion
- Expedited payout options may be available for eligible accounts
- Event Organizers must maintain verified bank accounts for receiving payouts

5.2 Payout Methods

- Payouts are primarily processed to registered Kenyan bank accounts
- Alternative payout methods may be available subject to additional terms
- All payouts are subject to verification and anti-fraud measures

5.3 Payout Withholding

We reserve the right to withhold payouts in cases of:

- Suspected fraudulent activity
- Violation of these Terms and Conditions
- Regulatory or legal requirements
- Outstanding fees or chargebacks
- Unresolved customer disputes

5.4 Advance Financing

- Eligible Event Organizers may apply for advance financing
- Advance financing is subject to separate terms and approval
- Repayment terms will be clearly defined in the financing agreement

6. REFUNDS AND CANCELLATIONS

6.1 Event Cancellation

In the event of cancellation by the Event Organizer:

- Event Organizers must notify ticket holders immediately
- The Platform will facilitate refund processing according to the Event Organizer's refund policy

- Service fees may be non-refundable as specified in the subscription agreement

6.2 Refund Policies

- Event Organizers are responsible for establishing and communicating their refund policies
- Refund policies must comply with Kenyan consumer protection laws
- The Platform will enforce the Event Organizer's stated refund policy

6.3 Disputed Charges

- Disputes and chargebacks will be handled according to payment processor policies
- Event Organizers are responsible for responding to and resolving customer disputes
- Excessive disputes may result in review and potential termination of service

6.4 Platform Fee Refunds

- Platform subscription fees are non-refundable except as required by Kenyan law
- Pro-rated refunds may be available in certain circumstances as determined by us

7. INTELLECTUAL PROPERTY

7.1 Platform Ownership

- The Platform, including all software, features, and content, is owned by STDIOX LABS LIMITED
- Users are granted a limited, non-exclusive license to use the Platform

7.2 Client Content

- Event Organizers retain ownership of their content, including event information, branding, and customer data
- By uploading content, you grant us a limited license to use, reproduce, and display such content solely for providing services

7.3 White-Labeling and Branding

- White-label features allow you to apply your branding to customer-facing elements
- You must have rights to all branding elements used
- We reserve the right to remove content that violates third-party intellectual property rights

8. DATA PRIVACY AND SECURITY

8.1 Data Collection and Use

- Our data practices are governed by our Privacy Policy and comply with the Data Protection Act of Kenya
- We collect and process data necessary to provide services
- Event Organizers are responsible for obtaining appropriate consent from their customers

8.2 Data Security

- We implement industry-standard security measures
- Event Organizers must maintain secure practices for account access
- Any security breaches must be reported immediately

8.3 Data Processing Agreements

- We serve as a data processor for Event Organizer customer data
- Event Organizers remain the data controllers for their customer information
- Data Processing Agreements are available for Event Organizers requiring them

9. USER CONDUCT AND PROHIBITED ACTIVITIES

9.1 Acceptable Use

Users agree to use the Platform only for lawful purposes and in accordance with these Terms and Conditions.

9.2 Prohibited Activities

The following activities are strictly prohibited:

- Selling tickets to illegal events or activities

- Fraudulent ticket sales or misrepresentation of events
- Unauthorized access or attempts to breach security measures
- Use of the Platform to distribute malware or harmful code
- Scraping, data mining, or automated access without permission
- Reselling or redistributing Platform access without authorization
- Any activity that disrupts the Platform's normal operation

9.3 Content Standards

All content related to events must:

- Be accurate and not misleading
- Not infringe on any third-party rights
- Not contain illegal, offensive, or harmful material
- Comply with all applicable laws and regulations

10. LIMITATION OF LIABILITY

10.1 Service Availability

- We strive to maintain 99.9% uptime but do not guarantee uninterrupted service
- Scheduled maintenance will be communicated in advance
- We are not liable for interruptions caused by factors beyond our reasonable control

10.2 Liability Cap

- Our maximum liability is limited to the amount paid for subscription services in the preceding 12 months
- We are not liable for indirect, consequential, or punitive damages

10.3 Force Majeure

Neither party shall be liable for delays or failures due to circumstances beyond reasonable control, including but not limited to natural disasters, governmental actions, or internet disruptions.

11. TERM AND TERMINATION

11.1 Term

This agreement commences upon account creation and continues until terminated.

11.2 Termination by Client

- You may terminate your subscription with 30 days written notice
- Early termination may not entitle you to refunds of prepaid fees

11.3 Termination by Us

We may terminate or suspend service immediately if you:

- Violate these Terms and Conditions
- Engage in fraudulent activity
- Fail to pay applicable fees
- Become insolvent or cease business operations
- Violate applicable laws

11.4 Effects of Termination

Upon termination:

- Access to the Platform will cease
- You remain responsible for pending financial obligations
- We will provide reasonable opportunity to export your data
- Certain provisions of these Terms will survive termination

12. DISPUTE RESOLUTION

12.1 Governing Law

These Terms and Conditions are governed by the laws of Kenya.

12.2 Dispute Process

- Parties will attempt to resolve disputes through good-faith negotiation
- Unresolved disputes shall be submitted to mediation in Nairobi, Kenya
- If mediation fails, disputes shall be resolved through arbitration under the Arbitration Act of Kenya

12.3 Legal Fees

The prevailing party in any legal action shall be entitled to recover reasonable legal fees and costs.

13. MISCELLANEOUS

13.1 Entire Agreement

These Terms and Conditions, together with the Privacy Policy and any service-specific agreements, constitute the entire agreement between the parties.

13.2 Severability

If any provision is found invalid or unenforceable, the remaining provisions shall remain in effect.

13.3 Assignment

- We may assign our rights and obligations under these Terms
- You may not assign your rights without our prior written consent

13.4 Contact Information

For questions regarding these Terms and Conditions, please contact us at:

- Email: [support@stdioxlabs.com]
- Address: [STDIOX LABS LIMITED, Nairobi, Kenya]