

# PRIVACY POLICY FOR MI VIDA APP

Privacy Policy for Mi Vida App

Effective Date: 30/10/2023

## Introduction

Welcome to Mi Vida App (“we,” “our,” or “us”). At Mi Vida App, we are committed to protecting your privacy and ensuring the security of your personal information. This Privacy Policy outlines how we collect, use, and safeguard your data when you use our mobile application (the “App”). By using the App, you agree to the terms of this Privacy Policy.

## 2.1. Personal Information

We may collect the following personal information when you use the App:

- Account Information: When you create an account, we may collect your name, email address, username, and password.
- Profile Information: You have the option to provide additional information such as your date of birth, gender, and a profile picture.
- Location Information: The App may request access to your device’s location data to provide location-based services.
- Communications: We may collect and store messages, comments, and content shared through the App, as well as your interactions with other users.

- **Payment Information:** If you make in-app purchases, your payment information will be processed by a third-party payment provider, and we will not store your payment details.

## 2.2. Usage Information

We collect information about your use of the App, including but not limited to:

**Device Information:** We collect device-specific information, including your device type, operating system, and unique device identifiers.

**Usage Patterns:** We may track your interactions with the App, such as the features you use and the content you access.

**Log Data:** We collect server log data, which may include your IP address, browser type, and pages visited.

## 2.3. Camera Access (Optional)

The App may request access to your device's camera for certain features or functionality. This access is optional and not mandatory for the App to function as intended. If you choose to grant camera access, you may be able to use features that involve capturing and sharing images or videos. You can always manage camera access permissions within your device's settings.

## 2.4. Cookies and Analytics

We use cookies and similar technologies to collect information about your usage patterns and improve the App's performance. Third-party analytics services may also collect data about your use of the App.

## How We Use Your Information

We use your information for various purposes, including but not limited to:

- Providing and improving the App's functionality and user experience.
- Personalizing content and recommendations.
- Responding to your requests, comments, or inquiries.
- Processing payments and facilitating in-app purchases.
- Administering promotions, surveys, or contests.
- Detecting and preventing fraud and unauthorized access.

## Data Sharing

We may share your personal information in the following circumstances:

- With Service Providers: We may share your data with third-party service providers who assist us in delivering the App's features and services.
- Legal Obligations: We may disclose your information in response to legal requests, court orders, or when required by applicable law.
- Business Transfers: In the event of a merger, acquisition, or sale of all or part of our assets, your data may be transferred as part of the transaction.

## Your Choices

You have the following rights regarding your personal information:

- Access and Update: You can access and update your account information through the App's settings.

- Deletion: You can request the deletion of your account and personal data.
- Opt-Out: You can opt-out of marketing communications by following the instructions provided.

## Security

We implement reasonable security measures to protect your data from unauthorized access, disclosure, alteration, or destruction.

## Children's Privacy

The App is not intended for users under the age of 13. If you believe a child has provided us with their information without parental consent, please contact us to have the data removed.

## Changes to this Policy

We may update this Privacy Policy from time to time. We will notify you of significant changes, and you are encouraged to review this policy periodically.

## Contact Us

If you have questions, concerns, or requests regarding your privacy, please contact us at [info@mividahomes.com](mailto:info@mividahomes.com).

Thank you for using Mi Vida App. Your privacy is important to us, and we are committed to protecting it.

# MI VIDA APP TERMS AND CONDITIONS

Please read these Terms and Conditions (“Terms”) carefully before using the My Mi Vida App (the “App”). By using the App, you agree to be bound by these Terms, which constitute a legally binding agreement between you and Mi Vida Real Estate Developer (“Mi Vida” or “we”). If you do not agree to these Terms, please do not use the App.

## 1. Acceptance of Terms

By downloading, installing, accessing, or using the App, you acknowledge that you have read, understood, and accept these Terms. You also agree to comply with all applicable laws and regulations.

## 2. App Description

Mi Vida offers the Mi Vida Real Estate App as a tool to help users find and explore real estate properties, receive property listings, access property information, and connect with Mi Vida’s real estate services.

## 3. User Registration

To access certain features of the App, you may be required to create an account. You must provide accurate, current, and complete information during the registration process and promptly update your information as necessary.

#### 4. Privacy Policy

Your use of the App is also governed by our Privacy Policy, which is incorporated by reference into these Terms. Please review our Privacy Policy to understand how we collect, use, and protect your personal information.

#### 5. User Conduct

When using the App, you agree not to:

- Violate any applicable laws or regulations.
- Infringe on the rights of others.
- Use the App in a manner that could harm, disable, or overburden our servers.
- Attempt to gain unauthorized access to the App or any other user's account.
- Upload or transmit any harmful, offensive, or unlawful content.
- Use the App for any commercial or marketing purpose without our written consent.

#### 6. Intellectual Property

All content, trademarks, logos, and other intellectual property on the App are owned by or licensed to Mi Vida. You may not use any of these materials without our prior written permission.

#### 7. Termination

We reserve the right to terminate or suspend your account or access to the App at our sole discretion, without notice, for any reason, including if you violate these Terms or if we believe your use of the App may harm others.

## 8. Disclaimers

The App is provided “as is” and “as available” without any warranties, either expressed or implied. Mi Vida does not guarantee the accuracy, completeness, or reliability of the content on the App. You use the App at your own risk.

## 9. Limitation of Liability

Mi Vida shall not be liable for any indirect, incidental, special, consequential, or punitive damages, any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses.

## 10. Modifications to the App and Terms

Mi Vida reserves the right to modify, suspend, or discontinue the App or any part of it at any time without prior notice. We may also revise these Terms at our discretion. You are responsible for regularly reviewing these Terms for updates.

## 11. Governing Law

These Terms are governed by and construed by the laws of [Your Jurisdiction]. Any disputes arising under these Terms shall be resolved in the courts of [Your Jurisdiction].

## 12. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

Mi Vida @ Garden City

Ruaraka, Off Exit 7, Thika Road

P.O. Box 43233 – 00100

Nairobi, Kenya

Call: +254 722 123 000

Fax: +254 20 3743 606

Mail: [info@mividahomes.com](mailto:info@mividahomes.com)

Thank you for using the My Mi Vida App. We hope it helps you in your real estate search.



# Terms & Conditions: Mi Club Referral Program

## Introduction

1.1. The Mi Club Referral Program ("Program") is organized and operated by Mi Vida ("Company") and is subject to the following Terms and Conditions ("Terms"). By participating in the Program, you agree to be bound by these Terms.

1.2. The Program is designed to reward participants ("Referrers") for referring new customers and repeat customers ("Referees") to Mi Vida. By participating in the Program, Referrers and Referees acknowledge and agree to comply with these Terms.

## Eligibility

2.1. The Program is open to individuals who are legal residents of the country where Mi Vida operates and who are at least 18 years old or the age of majority in their jurisdiction, whichever is higher. Employees, affiliates, agents, and contractors of Mi Vida, as well as their immediate family members, are not eligible to participate in the Program.

## How the Program Works

3.1. Referrers can participate in the Program by sharing their unique referral link or code provided by Mi Vida with potential Referees.

3.2. Referees can use the referral link or code during the sign-up process on the Mi Vida platform or at the point of purchase to be eligible for the Program.

3.3. Referrers will receive a reward, as specified by Mi Vida, for each successful referral.

A successful referral is defined as a Referee who signs up for a Mi Vida account using the Referrer's unique referral link or code and completes a qualifying purchase on the Mi Vida platform.

3.4. Referees must be new customers who have not previously created an account on the Mi Vida platform. Referees must also meet any additional eligibility requirements specified by Mi Vida.

## Rewards

4.1. The reward structure and value will be determined by Mi Vida and may be subject to change at any time. Mi Vida reserves the right to modify or terminate the Program, including reward values and eligibility criteria, without prior notice.

4.2. Referrers will receive their reward after the Referee has completed a qualifying purchase. The reward will be provided in the form specified by Mi Vida, which may include discounts, credits, or other benefits. Rewards are non-transferable and have no cash value.

4.3. Referrers may be subject to taxation on the value of the rewards they receive. It is the Referrer's responsibility to comply with any applicable tax laws and regulations.

## Compliance and Restrictions

5.1. Referrers and Referees must comply with these Terms and all applicable laws and regulations while participating in the Program.

5.2. Referrers are prohibited from using any fraudulent or deceptive methods to refer customers. This includes but is not limited to, creating multiple accounts, misrepresenting the Program or rewards, or engaging in any activity that violates the rights of Mi Vida or any third party.

5.3. Mi Vida reserves the right to disqualify any Referrer or Referee who violates these Terms or engages in any fraudulent or abusive behavior, as determined by Mi Vida in its sole discretion.

### Limitation of Liability

6.1. Mi Vida is not responsible for any errors, omissions, or inaccuracies in the referral program or rewards. Mi Vida makes no warranties or representations, either express or implied, regarding the Program or the rewards.

6.2. Mi Vida shall not be liable for any damages, including but not limited to direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the Program or the use of any rewards.

### Privacy

7.1. Mi Vida will collect, store, and process personal data in accordance with its Privacy Policy. By participating in the Program, Referrers and Referees consent to the collection, storage, and processing of their personal data by Mi Vida.

### Governing Law and Jurisdiction

8.1. These Terms and the Program shall be governed by and construed in accordance with the laws of the jurisdiction where Mi Vida operates.

8.2. Any disputes arising out of or in connection with these Terms or the Program shall be subject to the exclusive jurisdiction of the courts in the jurisdiction where Mi Vida operates.

### Entire Agreement

9.1. These Terms constitute the entire agreement between the parties regarding the Program and supersede all prior or contemporaneous understandings or agreements, whether written or oral, regarding the same.

By participating in the Mi Club Referral Program, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.