

RIFALY PODCASTING

Terms & Conditions ("Terms")

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR ACCESS TO THE PLATFORM.

THESE TERMS REQUIRE YOU TO ARBITRATE ANY DISPUTES YOU HAVE WITH US AND YOU WAIVE THE ABILITY TO BRING CLAIMS AGAINST US IN A CLASS ACTION FORMAT.

Effective Date: 21/09/2023.

Welcome to Rifaly, a digital platform owned by Smart Foundry Ltd (“**Smart Foundry**”). These Rifaly Podcasting Terms and Conditions of Service ("**Terms**") govern your access and use of Rifaly in the online service location (e.g., website or mobile app) that posts a link to these Terms (“**Site**”) (including both mobile and online versions). It also applies to your use of all features, widgets, plug-ins, applications, content, downloads, and/or other services that we own and control and make available through a Site, and/or that post or link to these Terms (collectively, with the Site, the “**Service/Rifaly podcasting service**”), regardless of how you access or use it, whether via computer, mobile device or otherwise. **If you do not agree to these Terms, you must not use the Service.** If You Want to Use This Service, then carefully read these entire Terms (including all links to other Rifaly policies referenced herein or on the website and mobile applications), as they constitute a binding written agreement between you and us and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. If you are under the age of majority in your jurisdiction of residence, you may use the Service only with the involvement of a parent or guardian who agrees to these Terms and to be responsible for your use.

In some instances, both these Terms and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control (unless the Additional Terms expressly state otherwise). By using the Service, you acknowledge and accept the Service’s Privacy Policy and consent to the collection and use of your data in accordance with the Privacy Policy. Each time you access and/or use the Service (other than to simply read these Terms), you also agree to be bound by and comply with these Terms and any applicable Additional Terms then posted.

1. Age and Eligibility Requirements

In order to access and use the Rifaly Services, you must:

- a. Be 18 years of age or older (or the equivalent minimum age in your home country).
- b. Obtain parental or guardian consent if you are a minor in your home country.
- c. Have the legal capacity to enter into a binding contract with us and not be barred from doing so under any applicable laws.

d. Reside in a country where the Service is available.

You also agree that any registration information you provide to Rifaly is true, accurate, and complete, and you will keep it updated. You must notify us immediately of any changes in your eligibility to use the Services. Smart Foundry reserves the right to refuse access to the Services to any person or entity and to change these eligibility criteria at any time in its sole discretion.

2. Rifaly Podcasting Service

a. Rifaly Podcasting Service

Smart Foundry provides the Rifaly Podcasting Service, which allows podcasters to create and upload podcast content on the Rifaly platform. While we make reasonable efforts to ensure the operation of the Service, it may experience temporary interruptions due to technical difficulties, maintenance, testing, updates, or other reasons, including changes in relevant laws and regulatory requirements.

Smart Foundry reserves the right to modify, suspend, or discontinue all or part of the Rifaly Podcasting Service at any time, with or without notice, subject to applicable laws. We have no obligation to provide specific content through the Service, and we may remove content without notice. Smart Foundry shall not be liable for any internet or other service outages or failures caused by government authorities, third parties, or events beyond our control.

b. Third-Party Services

The Rifaly Podcasting Service may allow you to link to third-party websites, online services, or resources, and third-party websites, online services, or resources may contain links to the Rifaly Podcasting Service. When you access third-party resources, you do so at your own risk. These resources are not under our control, and Smart Foundry is not responsible or liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of such third-party websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators.

You acknowledge and agree that Smart Foundry will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third-party content, goods, or services available on or through any third-party website, online service, or resource.

3. Your Use of the Rifaly Podcasting Service

a. Creating a Rifaly Account

To use the Rifaly Podcasting Service, you may need to create a Rifaly account. Your Podcaster's name and password are for your personal use only and should be kept confidential. You are responsible for all use (including any unauthorized use) of your Podcaster's name and password. Notify our Customer Service team immediately if your Podcaster's name or password is lost or stolen, or if you believe there has been unauthorized access to your account.

Smart Foundry may reclaim or require you to change your Podcaster's name for any reason.

b. Your Rights to Use the Rifaly Podcasting Service.

Subject to your compliance with these Terms, Smart Foundry grants you a limited, non-exclusive, revocable permission to upload your podcasts for personal, non-commercial use ("Access") on Rifaly whereby they will be accessed by the customers and you will be notified on the number of the listeners/Podcasters on your podcasts. This Access remains in effect unless and until terminated by you or Smart Foundry. You agree not to redistribute or transfer the Service or its content.

The Rifaly Podcasting Service is licensed, not sold or transferred to you. The podcaster remains the owner of the content/podcast even after uploading on Rifaly.

c. Smart Foundry's Proprietary Rights

The Rifaly Podcasting Service and its content are the property of Smart Foundry or Smart Foundry's licensors. All Smart Foundry trademarks, service marks, trade names, logos, domain names, and any other features of the Smart Foundry brand ("Smart Foundry Brand Features") are the sole property of Smart Foundry or its licensors. These Terms do not grant you any rights to use any Smart Foundry Brand Features, whether for commercial or non-commercial use.

d. Podcaster's Guidelines

Smart Foundry has established guidelines for using the Rifaly Podcasting Service to ensure a positive experience for all Podcasters ("Podcaster's Guidelines")

4. Content and Intellectual Property Rights

a. Podcaster's Content

Podcasters using Rifaly may post, upload, or contribute content to the Service ("Podcaster's Content"). This includes all information, materials, and other content added, created, uploaded, submitted, distributed, or posted by podcasters on the Rifaly platform.

You, as a podcaster, are solely responsible for all Podcaster's Content that you post on Rifaly.

By posting Podcaster's Content on Rifaly, you represent and warrant that:

- You own or have the right to post such Podcaster's Content.
- Your Podcaster's Content does not violate these Terms, applicable law, or the intellectual property or other rights of any third party.
- Your Podcaster's Content does not imply any affiliation with or endorsement of you or your Podcaster's Content by Rifaly or any other individual or entity without the prior express written consent from Rifaly or such individual or entity.

When you post Podcaster's Content on Rifaly, please be aware that it may be publicly accessible. Rifaly is not responsible for what you or others post on the Service.

Rifaly may, but is not obligated to, monitor or review Podcaster's Content. Rifaly reserves the right to remove or disable access to any Podcaster's Content for any reason without prior notification to you. Rifaly does not guarantee that any Podcaster's Content will be made available through the Services. You acknowledge that Rifaly may establish general practices and limits concerning the use of the Services, including the maximum period of time that the Podcaster's Content will be retained and the maximum storage space allotted on our servers on your behalf. To the extent permissible under applicable law, you agree that Rifaly has no responsibility or liability for the deletion or failure to store any Podcaster's Content maintained or uploaded by the Services.

The Platform contains a variety of (i) materials and other items relating to the Company, and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, show content, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Podcast, and the compilation, assembly, and arrangement of the materials of the Podcast and any and all copyrightable material (including source and object code); (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of Company (collectively, "**Trademarks**"); and (iii) other forms of intellectual property (all of the foregoing,

collectively "**Content**"). NO CONTENT IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, WHETHER MEDICAL, FINANCIAL, LEGAL OR OTHERWISE. COMPANY AND THOSE POSTING OR OTHERWISE PROVIDING INFORMATION, CONTENT, OR MATERIAL ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, CONTENT OR OTHER MATERIAL ON THE PODCAST. You understand that by using and accessing the platform, you may upload or encounter Content that may be deemed to be offensive or objectionable, and that such Content may or may not be identified as having explicit material. Nevertheless, you agree to upload the Podcast at your sole risk and Smart Foundry shall have no liability for material that may be found to be offensive or objectionable.

5. Non Exclusive Rights

In order to host and assist you in distributing your podcast, Rifaly requires certain non-exclusive rights from you. By submitting Podcaster's Content through the Services, you grant Rifaly a non-exclusive license to:

- Use, edit, modify, create derivative works from (such as transcriptions of Podcaster's Content), aggregate, reproduce, distribute, communicate to the public, make available, transmit, display, and perform the Podcaster's Content.
- Use the Podcaster's Content in connection with the operation of the Services, the promotion, advertising, or marketing of the Services, and the operation of Rifaly's (and its successors' and affiliates') business.

This license is worldwide, royalty-free, sublicensable (through multiple tiers), transferable, and granted for a period of one year subject to renewal by the parties. If required by mandatory law, this license will be terminated when you terminate your Rifaly account or when Rifaly terminates your access to the Services.

This license includes all rights in or to the Podcaster's Content, including but not limited to copyright, rights of privacy, or rights of publicity. Moral rights, such as your right to be identified as the author of your Podcaster's Content, including Feedback, and your right to object to derogatory treatment of such Podcaster's Content will remain to be given to the Podcaster.

If you create Podcaster's Content with one or more collaborators, you will ensure that each collaborator either (a) has an account and has agreed to these Terms or (b) has granted to you all of the necessary rights to grant the licenses that you grant to Rifaly herein in such Podcaster's Content.

6. Feedback

If you provide feedback, ideas, or suggestions to Rifaly in connection with the Service ("Feedback"), you acknowledge that the Feedback is not confidential, and you authorize Rifaly to use that Feedback without restriction and without payment to you. Feedback is considered a type of Podcaster's Content.

7. Monetization Services

a. Definitions

A Play or Stream: on Rifaly listening to 35% or more of an audio or episode is counted as one play or stream.

A Replay: on Rifaly listening to at least 65% of the same audio within 24 Hours is considered a replay and 10 replays are equivalent to one stream.

b. Eligibility

To be eligible for monetizing content, a podcaster channel must have a minimum of 500 plays or streams.

c. Monetization Models

Rifaly will compensate an eligible podcaster TZS 5 (\$0.002) per successful play or stream as defined in Section 7 (a). Listeners will be able to consume content in the following models;

- Subscription: The user pays a standard subscription fee to access content for a specified period of time.
- Freemium: The user listens to content for free but with ads either in the beginning or in between the audio content.

d. Six Months of non-free use of the podcast

You as the podcaster agrees that the podcasts you upload on Rifaly will be used by Rifaly, including being listened to by Rifaly's users for non-commercial purpose within a period of six (6) months, and during this period Rifaly will not be responsible to pay the podcaster any amount of money for the podcast uploaded on Rifaly's platform. After the agreed period of six months has lapsed and after the podcaster has been notified, the defined monetization mechanism under Section 7 (a, b & c) will start to be implemented in the podcaster's channel.

e. Embedded Advertising

You, as a podcaster on Rifaly, are responsible for ensuring that all advertising or sponsorship messages contained in your Podcaster's Content provided through the Monetization Services comply with Rifaly's Advertising Editorial Policies. These policies may be updated periodically and can currently be found at [Advertising Editorial Policies](#) or a successor link. However, certain types of advertising and sponsorship messages are not permitted, including those containing pornographic content, firearms, ammunition, weapons, cigarettes, tobacco, e-cigarettes, or content related to political or religious organizations, paid advertising for competitive music or audio streaming services, or any other content prohibited or restricted by local laws.

You are not allowed to use data provided by Rifaly or acquired by you concerning the usage of Podcaster's Content on the Services for the purpose of targeting advertisers. Using the "Rifaly" name or brand marks, including the "Smart Foundry" name or brand marks, in advertising sales collateral is prohibited without prior approval from Rifaly. While Rifaly does not place or distribute embedded advertising in Podcaster's Content, you have the discretion to decide on the placement and distribution of embedded advertising in your Podcaster's Content. However, Rifaly reserves the right to remove any Podcaster's Content containing embedded advertising and/or sponsorship messages that do not comply with these Terms. Cookies may only be used in or in relation to Podcaster's Content to enhance the Podcaster's experience.

8. Data Protection

When you are an individual, Rifaly will process your personal data in accordance with our Privacy Policy. If you are an entity providing or receiving personal data to or from Rifaly in connection with the Services, the remaining provisions of this Section 8 (Data Protection) shall apply.

You may share personal data with Rifaly as part of registering for and using the Services. In this case, both you and Rifaly are independent controllers of the personal data that is shared. This personal data

may include registration data, content, and usage data, and Rifaly will use it to provide the Services and for other purposes as described in our Privacy Policy.

You may also receive some personal data from Rifaly, such as email addresses for direct marketing purposes, where agreed upon with Rifaly and subject to applicable terms and conditions. You must comply with all applicable privacy and direct marketing rules when using this personal data, including managing any withdrawals of consent.

Both you and Rifaly are separately responsible for complying with any obligations under applicable data protection and privacy legislation, and each commits to ensuring compliance.

You must ensure that data subjects whose personal data you share with Rifaly are provided with a copy of Rifaly's Privacy Policy, and you must have a lawful basis to share such personal data with Rifaly.

Both you and Rifaly shall provide reasonable information and cooperation upon request by the other in relation to requests or complaints from regulatory bodies or data subjects.

If the receipt or sharing of personal data by you from or with Rifaly involves a transfer of that personal data to a countries outside Tanzania that do not have data protection laws and policies shall be considered executed by you and Rifaly as of the same date as these Terms of Service:

In the event of any inconsistency between the terms of these Terms of Service and provisions from data protection legislation of United Republic of Tanzania, the provisions from data protection legislation of the United Republic of Tanzania will prevail.

Rifaly shall undertake appropriate technical and organizational security measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage. These measures shall take into account available encryption technology, the costs of implementing specific measures, and must ensure a level of security appropriate to the harm that might result from a breach of security and the nature of the data to be protected.

To the extent that the receipt or sharing of personal data by you from or with Rifaly constitutes a transfer of that personal data out of your country to Tanzania, if you are not a resident of Tanzania and Rifaly adheres to the Data protection laws of the United Republic of Tanzania:

- Rifaly obtains from you, as the recipient of personal data, a binding contractual commitment to handle personal data in accordance with the respective data protection laws of Tanzania.
- You obtain from Rifaly, as the recipient of personal data, a binding contractual commitment to handle personal data in accordance with the respective data protection laws of Tanzania.

9. Termination

To the extent permissible under applicable law, we may terminate your access to all or any part of the Services at any time, for any reason, which may result in the forfeiture and destruction of all information, including Podcaster's Content, associated with your Account.

We may temporarily restrict or suspend your access to all or any part of the Services with immediate effect provided that we provide you with a statement of reasons for such restriction or suspension.

We may terminate, restrict, or suspend your access to all or any part of the Services for any reason, including but not limited to: (a) your failure to comply with these Terms, any other guidelines we may issue; (b) your infringement of the intellectual property rights of Rifaly or a third party; (c) your failure to comply with the law, including but not limited to any fraudulent activity or misleading advertising; or (d) your upload of any unlawful Podcaster's Content.

To the extent permissible under applicable law, you agree that we will not be liable to you or any third party, for any termination, restriction, or suspension of your access to or use of the Services.

If you wish to terminate your Account for any reason, you may do so by contacting us via our help page. All provisions of these Terms of Service which by their nature should survive termination will survive termination, including, without limitation, licenses of Podcaster's Content, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

10. Warranty Disclaimer

Rifaly will provide the Service using reasonable care and skill and in accordance with any specification of the Service provided by Rifaly. However, subject to that, the Service is provided "as is" and "as available," without any warranties of any kind, whether express, implied, or statutory. Further, Rifaly and all owners of the content disclaim any express, implied, and statutory warranties regarding the content, including warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Neither Rifaly nor any owner of content warrants that the Service or content is free of malware or other harmful components. In addition, Rifaly makes no representation regarding, nor does it warrant or assume any responsibility for, any third-party applications (or the content thereof), Podcaster's content, devices, or any product or service advertised, promoted, or offered by a third party on or through the Rifaly Service or any hyperlinked website, and Rifaly is not responsible for any transactions between you and any third-party providers of the foregoing. No advice or information, whether oral or in writing, obtained by you from Rifaly shall create any warranty on behalf of Rifaly. While using the Service, you may have access to explicit content filtering features, but use of these features may still result in some explicit content being served, and you should not rely on such features to filter all explicit content. This section applies to the fullest extent permitted by applicable law.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the exclusion and limitations in this section may not apply to you, and nothing will affect your statutory rights.

11. Indemnification

To the fullest extent permitted under applicable law: You will defend, indemnify, and hold harmless us, our affiliates, and each of our and their respective employees, directors, suppliers, partners, contractors, third-party licensors, and representatives (the "Indemnified Parties") from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (1) your breach, or alleged breach, of the Terms; (2) any Podcaster's Content that you post or otherwise contribute or make available; (3) any activity in which you engage on or through the Services; (4) your violation of any law or the rights of a third party; and (5) any dispute you may have with another Podcaster's or collaborator in connection with any Podcaster's Content or use of the Services.

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. You agree not to involve Rifaly in any dispute you may have with another Podcaster or collaborator.

12. Limitation of Liability

You agree that your sole and exclusive remedy for any problems or dissatisfaction with the Services is to stop using the Service. You agree that Rifaly has no obligation or liability arising from or related to third-party services made available through or in connection with the Services.

In no event will Rifaly and its affiliates, and its and their officers, directors, shareholders, employees, agents, suppliers, partners, or third-party licensors, and any successors or assigns, be liable for (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use of or inability to use the Services, or third-party services, regardless of legal theory, without regard to whether Rifaly has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose; or (3) aggregate liability for all claims relating to the Services more than the amounts paid by you to Rifaly during the prior twelve months in question.

Nothing in the Terms removes or limits Rifaly's liability for fraud, fraudulent misrepresentation, death, or personal injury caused by its negligence, or any other liability that cannot be limited or excluded under applicable law.

You agree that any claim against Rifaly must be commenced (by filing a demand for arbitration or filing an individual action under the Arbitration Agreement below) within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

13. Dispute resolution and arbitration

a. Arbitration

You and Rifaly agree that any dispute, claim, or controversy between you and Rifaly arising in connection with or relating in any way to these Terms or to your relationship with Rifaly as a Podcaster's of the Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined through arbitration as per the Arbitration Act of Tanzania by a single arbitrator from the Tanzania Institute of Arbitrators (Tiarb) and its rules appointed by the parties to the dispute. You and Rifaly further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the Arbitration Agreement or the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court.

The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This arbitration provision will survive the termination of these Terms.

b. Dispute Resolution Rules

Either you or we may start arbitration proceedings. Any arbitration between you and Rifaly will take place under The Arbitration (Rules of Procedure) Regulations of the Tanzania Institute of Arbitrators ("Tiarb"). You and Rifaly agree that the Arbitration Act (cap 15) of Tanzania applies and governs the interpretation and enforcement of this provision (despite the choice of law provision above). Rifaly can also help put you in touch with the Tiarb. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential

findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

14. No Class or Representative Proceedings: Class Action Waiver

TO THE EXTENT PERMISSIBLE BY LAW, YOU AND RIFALY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Rifaly agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

15. Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by mail, postal address, or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Rifaly's address for Notice is: Smartfoundry Limited. Attn: Managing Director, House number 346 Senga Road, Mikocheni A, Dar es Salaam, Tanzania. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Rifaly may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Rifaly shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

16. Enforceability

If this Arbitration Agreement is invalidated in whole or in part, the parties agree that the Tanzania laws and courts shall be used to resolve any claim in court arising out of or related to these Terms.

17. Governing Law

These Terms will be governed by and construed in accordance with the laws of the United Republic of Tanzania.

18. Grievance Mechanism

We have dedicated grievance mechanisms. Please contact us and provide all relevant information via the most appropriate mechanism below to reach the right support team directly and help us respond

promptly. If you contact us via any other means, it may take us longer to receive and review your request.

- a. *Content support:* If you believe any content on our platform does not comply with our Podcaster's guidelines, violates applicable law, or infringes your rights, you can report the content here. Please do not use this mechanism to serve legal process or a regulatory notice.
- b. *Customer support:* If you have any questions or concerns about your account or payments, please contact our customer service here. Please do not use this mechanism to submit requests relating to content on our platform.
- c. *Data protection support:* If you have any questions about our privacy policy, please contact our Data Protection Officer by emailing info@rifaly.co.tz and info@smartfoundry.co or by writing to us at the address set out in our privacy policy.
- d. *Service of legal process or regulatory notices:* If you wish to serve a summons, court order, or government notice in Tanzania to us, you must use the below email address. Please do not contact us via the below for other Podcaster's inquiries that are better suited to the mechanisms described above. Attention: Grievance Officer Email: info@rifaly.co.tz and info@smartfoundry.co.

19. Operation of Service; Availability of Products and Services; International Issues.

Rifaly controls and operates the Service from its Tanzania-based offices in the United Republic of Tanzania., and Rifaly makes no representation that the Service is appropriate or available for use beyond the United Republic of Tanzania. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the United Republic of Tanzania (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms, or Additional Terms, or to any sale of goods carried out as a result of your use of the Service.

20. Entire Agreement and Severability

These Terms are the entire agreement between you and us with respect to the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder.

21. Force Majeure

We will not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

22. Assignment

To the fullest extent permissible under applicable laws, these Terms are personal to you and are not assignable, transferable, or sub-licensable by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder, in whole or in part, without your consent and without notice to you.

23. Agency

Except as otherwise stated, no agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and neither party has any authority of any kind to bind the other in any respect.

24. Notices

Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed if transmitted by facsimile or e-mail; or the day after it is sent if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent via info@rifaly.co.tz and info@smartfoundry.co.

25. No Waiver

Our failure to enforce any part of these Terms will not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

26. Third Party Rights

No term of these Terms is enforceable to the person who is not a party to these Terms.

27. Headings

The Section and paragraph headings in these Terms are for convenience only and will not affect their interpretation.

28. Contact

For customer support queries, please contact our customer service department using our customer support line by [clicking here](#) or via info@rifaly.co.tz and info@smartfoundry.co

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THESE RIFALY PODCASTING TERMS AND CONDITIONS OF SERVICE AS OF THE EFFECTIVE DATE. YOU AGREE THAT BY EITHER: (A) CLICKING THAT YOU AGREE TO THESE TERMS AND CONDITIONS BY CLICKING "CONTINUE," (B) SUBMITTING USER CONTENT TO THE SERVICE, AND/OR (C) BY OTHERWISE USING THE RIFALY PODCASTING SERVICE, ACCESSING ANY CONTENT OR MATERIAL MADE AVAILABLE ON THE RIFALY PODCASTING SERVICE, YOU ARE ACCEPTING THESE RIFALY PODCASTING

TERMS AND CONDITIONS OF SERVICE AND EXECUTING THESE RIFALY FOR
PODCASTERS TERMS.