

THE AISLE: TERMS AND CONDITIONS

Welcome to The Aisle, operated by Invictus Tech Limited (“we,” “our,” or “us”). By accessing or using our website or any related services (collectively, the “Platform”), you agree to comply with and be bound by these Terms and Conditions (“Terms”), which govern the access or use by you of any applications, websites, content, products, and services made available by us. We encourage you to review these terms periodically, as they may be updated from time to time. If you do not agree, you must not use the Platform.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

1. ACCEPTANCE OF TERMS

By registering, creating a profile, paying for a subscription, listing services, or using the Platform in any way, you confirm that you have read, understood, and agreed to these Terms, along with our [Privacy Policy](#).

2. DEFINITIONS

- a. **Account** means a unique personal profile created by a user on the Platform to access services, which includes login credentials, user information, and subscription status.
- b. **Anonymised Data** means information that has been processed in such a way that it can no longer be used to identify a specific natural person, either directly or indirectly, and is not capable of being re-identified.
- c. **Content** means any text, images, graphics, logos, audio, video, data, or other information uploaded, posted, or displayed on the Platform by a User or by The Aisle.
- d. **Couple/Client** means a registered user who accesses the Platform to search for, view, and contact wedding service providers for personal, non-commercial purposes.
- e. **Data Processing** means any operation or set of operations performed on personal information, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment, combination, restriction, erasure, or destruction.

- f. **EFRIS** means the Electronic Fiscal Receipting and Invoicing Solution, a system mandated by the Uganda Revenue Authority (URA) for the generation and management of electronic tax invoices.
- g. **Flutterwave** means the third-party payment processing service provider (Flutterwave Inc. and its affiliates) authorized by the Company to handle payment transactions on the Platform.
- h. **Free Listing** means a Vendor Listing published on the Platform without an active paid subscription, subject to the terms specified in the relevant sections of these Terms.
- i. **Grace Period** means the twelve (12) month period following the expiration of a Subscription, during which an unpublished Vendor Listing is retained on our servers as detailed in the relevant sections of these Terms.
- j. **Personal Information (or Personal Data)** means any information relating to an identified or identifiable natural person ('Data Subject'). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. This includes, but is not limited to, the data categories listed in the applicable Privacy Policy.
- k. **Platform** means The Aisle's ecosystem, including but not limited to its website(s), mobile applications, content, and related services operated by Invictus Tech Limited.
- l. **Subscription** means a paid, time-bound access plan purchased by a Vendor to list services and access premium features on the Platform.
- m. **Team Captain** means the designated Vendor within a Vendor Team who administers the primary Account for that team. The Team Captain has sole authority and responsibility for: (i) managing subscription payments to The Aisle; (ii) coordinating the team's listings and profile on the Platform; and (iii) handling all financial and administrative matters with other team members. The Aisle will exclusively interact with and hold the Team Captain accountable for all team-related obligations under these Terms.

- n. **Third-Party Service Provider** means a company or entity, independent of Invictus Tech Limited, that processes personal information on our behalf and under our instructions to support the Platform's operations (e.g., Flutterwave for payment processing, Google for analytics).
- o. **Transferable Rights (Intellectual Property)** means the non-exclusive, worldwide, royalty-free, sublicensable, and transferable license you grant to Invictus Tech Limited to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, and distribute the User Content you submit, post, or display on or through the Platform. This license is for the limited purpose of operating, promoting, improving, and developing the Platform, and researching and developing new services and does not include the right to resale.
- p. **User** means any individual or entity that accesses or uses the Platform, including Visitors, Clients, and Vendors.
- q. **User-Generated Content (UGC)/User Content** means any content, including but not limited to text (reviews, listings, messages), images, videos, logos, and audio files, that a User creates, uploads, submits, stores, sends, or receives on or through the Platform.
- r. **Vendor** means a registered business or service provider that creates an Account to list and promote wedding-related goods or services on the Platform.
- s. **Vendor Listing** means a Vendor's published advertisement on the Platform, which may include business details, descriptions, images, videos, pricing, and contact information.
- t. **Vendor Team** means a group of two or more Vendors formally associated under a single, designated captain's Account for the purpose of joint marketing and streamlined payment management on the Platform.
- u. **Visitors** means any individual who browses the Platform without creating an Account.
- v. **We, Us, Our, or Company** means Invictus Tech Limited, its affiliates, successors, and assigns, operating as "The Aisle."

- w. **You or Your** means the individual or entity accessing or using the Platform and agreeing to be bound by these Terms.

3. NATURE OF BUSINESS/PURPOSE OF THE WEBSITE

3.1. The Aisle is a wedding services listing and vendor subscription platform that connects couples planning their weddings with verified wedding vendors. Vendors may register accounts, showcase their services, and subscribe for visibility, while couples access and use the platform free of charge.

3.2. The Key features of the Platform include:

- a. **Vendor Listings**, where the vendors can register accounts and post multiple businesses under one profile.
- b. **Vendor Teams**, where vendors may be listed as a group under a designated captain's account, with payments managed through that account.

The Aisle's involvement with Vendor Teams is limited to collecting subscription fees from the designated captains' accounts. We are not a party to any financial arrangements between the captain and other team members, and we assume no liability for how the captain manages, distributes, or accounts for funds among Vendor Team members. All such arrangements are solely between the captain and team members.

- c. **Language Options**, where the platform will progressively support translation into national languages such as Kiswahili for ease of access across different regions.
- d. **Verification**, where the vendors will be required to submit their Tax Identification Numbers (TINs), for purposes of generating EFRIS invoices as required by the Uganda Revenue Authority.

3.3. The Aisle is intended and designed to be an avenue of access. We connect vendors and clients, but do not provide, produce, sell, or deliver any of the goods or services listed on the platform. We are not a party to any agreements, negotiations, or transactions between vendors and clients, and any dealings, payments, contracts, or disputes are conducted entirely at their own risk.

- 3.4. Subscribing to or using this website does not create a principal/agent, brokerage, or employment relationship of any kind between us and any user. We are not a broker or insurer and do not guarantee the existence, quality, safety, legality, or suitability of any vendor, listing, or service. We shall not be responsible for any claims, disputes, or refunds, which remain strictly between the vendor and the client.
- 3.5. Unless otherwise agreed in writing with The Aisle, the services are provided solely for your personal and non-commercial use. You acknowledge that The Aisle does not itself provide wedding services of any kind; all such services are offered by independent third-party vendors who are not employed by us or any of our affiliates.

4. REGISTRATION AND USER ELIGIBILITY

- 4.1. To register and use this platform, you must be at least 18 years of age. By creating an account, listing services, or subscribing to vendor packages on this platform, you warrant and represent that you are at least 18 years of age and have the legal capacity to enter into a binding agreement.
- 4.2. If you are an Enterprise Account Holder (e.g., a company, church, or organization), you represent and warrant that you are duly authorized to bind that entity to these Terms under the law.
- 4.3. The registration process is as follows:
- a. Account creation
Vendors and couples are required to provide accurate, current, and complete information when registering an account on the platform.
 - b. Invoicing
Vendors will be required to submit their Tax Identification Numbers for purposes of generating EFRIS invoices.
 - c. Acceptance of Terms
By completing the registration process, you confirm acceptance of these Terms and Conditions and the Privacy Policy. These will also be accepted again at the point of making any payment.
 - d. Account Management

Each account must be maintained with up-to-date information. Vendors may list multiple businesses under a single account, while Power Teams may designate one captain's account to manage listings and payments on behalf of the group.

- 4.4. The Aisle reserves the right to approve, suspend, or terminate accounts at its sole discretion where information provided is false, incomplete, misleading, or in violation of these Terms and Conditions.

5. **PAYMENTS AND SUBSCRIPTIONS**

- 5.1. All vendor subscription payments on the platform must be processed through **Flutterwave or the payment processors we may designate from time to time**, a secure and reliable payment gateway that supports mobile money, Airtel Money, Visa, and other payment methods both within and outside Uganda.
- 5.2. Vendors may purchase subscriptions or other paid features to access certain listing options and tools. All subscription fees are payable in advance and may be subject to change with prior notice. Failure to pay subscription fees will result in the suspension or removal of vendor listings and any associated features.
- 5.3. By making a payment, you confirm your acceptance of the **Terms and Conditions** and **Privacy Policy**, which are agreed to at two points: first, upon account registration, and again at the time of payment.

6. **SUBSCRIPTION EXPIRATION, GRACE PERIOD, AND LISTING DELETION**

This clause must be read together with clause 8 of the Privacy Policy.

6.1. **Expired subscription**

- 6.1.1. After the Vendor's subscription expires, the listing will be immediately and automatically unpublished and will no longer be visible to couples or appear in search results on the Platform.
- 6.1.2. All listings, data and content, including images, descriptions, and contact information, will be retained on our servers for a grace period of twelve (12) months from the date of expiration.

6.1.3. During this 12-month grace period:

6.1.3.1. You may renew this listing at any time by logging into your account and purchasing a new subscription.

6.1.3.2. Your listing will automatically be republished upon successful payment.

6.1.3.3. You will receive periodic email reminders about the expired listing.

6.1.3.4. You may download your listing content and images through your account dashboard.

6.1.3.5. You may manually delete an expired listing at any time.

6.1.4. You will receive warning notifications before permanent deletion in periodic intervals. All warnings will be sent to the email address associated with your account.

6.1.5. If the listing remains unpublished for twelve (12) consecutive months from subscription expiration, it will be permanently and automatically deleted from our system.

6.2. Permanently deleted accounts and listings

6.2.1. All listing content, images, messages, metadata, and associated data will be permanently removed from our servers and database and cannot be recovered.

6.2.2. If you wish to return to the Platform after permanent deletion, you must create a new listing from scratch.

6.2.3. You are solely responsible for maintaining backups of your listing content. We strongly recommend downloading your listing data before the deletion deadline.

6.2.4. We shall not be liable for any losses, damages, or claims arising from the automatic deletion of expired listings, provided we have sent the required warning notifications to your registered email address.

6.3. Free listings

6.3.1. Free listings shall remain published indefinitely unless you manually unpublish or delete them, or you violate these Terms and Conditions.

6.3.2. You may upgrade a free listing to a paid subscription at any time.

6.4. Account retention

6.4.1. Your Vendor account remains active regardless of the listing subscription status or deletion, allowing you to log in, manage your account settings, create new listings, or renew expired listings during the grace period.

6.4.2. Deletion of individual listings does not delete your vendor account. You must separately request account deletion if you wish to remove your account entirely from the Platform.

7. REFUNDS AND SUBSCRIPTION CANCELLATIONS

7.1. Once payment has been made and completed, we do not offer refunds, cancellations, or rescheduling except in the following circumstances:

7.1.1. Where we materially fail to provide the paid subscription services, or

7.1.2. Where a refund is mandated by the law.

Refund requests must be submitted in writing to hello@theaisle.africa within 7 days of the issue arising.

7.2. All prices are listed in Uganda shillings and include applicable taxes unless otherwise specified. Any international payments or those in other currencies shall be subject to exchange rate fluctuations and applicable conversion fees.

7.3. We reserve the right to change subscription pricing at any time. The revised prices will apply to new subscribers and to Vendors upon renewal. Existing subscribers will maintain the previous pricing until the end of their ongoing subscription period. We will provide reasonable notice of price changes through the Platform or via email to registered users.

7.4. Payment security and unauthorised transactions

7.4.1. Users are solely responsible for maintaining the security of their payment credentials, including but not limited to enabling two-factor authentication (2FA) where applicable, using strong passwords, and not sharing account access with third parties.

7.4.2. The Aisle shall not be liable for unauthorised payments resulting from, but not limited to:

7.4.2.1. User negligence in protecting their credentials or payment information.

7.4.2.2. Failure to enable available security features, such as 2FA.

7.4.2.3. Sharing of account access or payment information with third parties.

7.4.2.4. Security breaches or failures of third-party payment processors (i.e., Flutterwave).

7.4.3. In the event of reported unauthorised payments or suspected security breaches, reports must be submitted to hello@theaisle.africa within seven (7) days of discovery.

7.4.4. The Aisle may review the incident within a reasonable period of twelve (12) days and provide guidance accordingly. If additional time is needed, the user will be notified. While The Aisle may review and investigate such reports and communicate with users regarding the status of the review, doing so does not create any liability or obligation on the part of The Aisle to reimburse, compensate, or otherwise remedy any losses.

7.4.5. Please note that the Aisle is not obligated to provide refunds for unauthorised payments, and any resolution will be determined on a case-by-case basis, considering the circumstances, fault determination, and applicable law.

7.4.6. Users acknowledge that the Aisle utilises third-party payment processors whose services are subject to their own terms and conditions, including their own liability limitations and disclaimers.

Users are encouraged to review the terms and conditions of our payment processor (Flutterwave) to understand the full scope of protections and limitations.

7.5. You have the right to cancel your subscription, however, a refund is not guaranteed after payment is made, and you must inform us immediately via email of your decision to cancel.

7.6. We are not responsible for errors, delays, or losses caused by payment processors. You are liable for any costs arising from failed or disputed payments

8. VENDOR LISTINGS AND CONTENT

8.1. Vendors are responsible for ensuring that all listings on the platform are true, accurate, lawful, and up to date. Listings must not contain false, misleading, defamatory, infringing, or otherwise unlawful information.

8.2. By submitting a listing, you warrant that you own or have all necessary rights and permissions to use any images, text, or other media included.

8.3. The Aisle reserves the right to edit, suspend, or remove any listing that violates these Terms, is reported as fraudulent, or is otherwise deemed inappropriate, without prior notice.

8.4. The Aisle shall not be liable for any listing that infringes on the rights of third parties. Should a third party reasonably believe their rights have been violated, they must contact us at the official email address provided and include evidence of the alleged infringement. Upon receiving such notice, we will take appropriate action, however, we shall not be responsible for, nor a party to, any disputes, claims, or legal proceedings arising from such listings.

8.5. Vendors acknowledge and agree that listing content, including images, text, and metadata, is subject to automatic deletion as outlined in these terms.

8.6. It is the Vendor's responsibility to:

8.6.1. Maintain their own backups of listing content.

- 8.6.2.Download listing data before the expiration of the 12-month grace period.
- 8.6.3.Ensure their registered email address is current to receive deletion warnings.
- 8.6.4.Renew subscriptions before the grace period expires if they wish to retain their listing.
- 8.7. The Aisle provides tools within the vendor dashboard to download listing content and images. Failure to utilise these tools before the deletion deadline does not create any obligation on our part to recover or restore deleted content.
- 8.8. Once a listing is permanently deleted (whether by automatic deletion after the grace period or manual vendor deletion), the Aisle has no obligation to retain, recover, or restore any listing content or data.

9. **PROHIBITED ACTIVITIES AND RESTRICTIONS**

- 9.1. By using the Aisle, you agree not to engage in any of the following activities:
 - 9.1.1.Use the platform for any fraudulent, unlawful, or unauthorized purpose, including activities in violation of Ugandan law, such as the **Computer Misuse Act** or the **Penal Code Act**, or any other applicable laws in countries where the platform operates.
 - 9.1.2.Impersonate any person, entity, or vendor, or misrepresent your affiliation, credentials, or identity.
 - 9.1.3.Submit listings, profiles, or other content that is false, inaccurate, misleading, or otherwise violates these Terms.
 - 9.1.4.Post, transmit, or share content that is offensive, defamatory, harassing, discriminatory, obscene, harmful, or otherwise objectionable.
 - 9.1.5.Attempt to access, disrupt, overload, or hack the platform, its systems, accounts, or any restricted areas.
 - 9.1.6.Use bots, scrapers, or other automated tools to collect, copy, or access data from the platform without written authorization.

9.1.7. Use the platform for resale, commercial exploitation, or any other purpose not explicitly permitted.

9.1.8. Share, transfer, or disclose your login information or account credentials to any third party.

9.1.9. Remove or alter any copyright, trademark, or other proprietary notices from any portion of the Platform or its content.

9.1.10. Reproduce, modify, prepare derivative works, distribute, license, lease, sell, resell, transfer, publicly perform, transmit, stream, display, broadcast, or otherwise exploit the Platform or its content except as expressly permitted.

9.1.11. Decompile, reverse engineer, disassemble, or attempt to derive the source code of the Platform or any associated scripts, except as permitted by applicable law.

9.1.12. Scrape, index, survey, or perform data mining on any portion of the Platform in a manner that unduly burdens or hinders its operation or functionality.

9.1.13. Attempt to gain unauthorized access to any part of the Platform, its systems, or networks.

9.2. You are solely responsible for your conduct and submissions on the platform. You agree to **indemnify and hold The Aisle harmless** from any claims, losses, damages, or liabilities arising from your violation of these Terms.

10. **DIRECT MESSAGING AND USER COMMUNICATIONS**

10.1. The Platform provides a messaging feature that allows couples and vendors to communicate directly on the Platform.

10.2. Users must use the messaging feature in accordance with these Terms and agree not to:

10.2.1. Send harassing, abusive, threatening, or discriminatory messages

10.2.2. Use the messaging feature for spam or unsolicited commercial communications.

10.2.3. Share or request illegal content through messages.

10.2.4. Attempt to conduct transactions outside the Platform to circumvent our policies.

10.2.5. Share sensitive payment information, passwords, or confidential personal data through messages.

10.3. Users acknowledge and agree that:

10.3.1. All messages between users are the sole responsibility of the sender and recipient.

10.3.2. We do not actively monitor message content, but reserve the right to review messages in cases of reported abuse, harassment, fraud investigations or legal compliance.

10.3.3. We may suspend messaging privileges or terminate accounts of users who misuse the messaging feature.

10.3.4. Messages are stored on our servers and may be retained in accordance with our Privacy Policy and applicable law.

10.3.5. We are not liable for the content, accuracy, or consequences of communications between users.

10.4. Users should report any abusive, harassing or fraudulent messages to hello@theaisle.africa immediately. We will investigate reported violations and take appropriate action, which may include account suspension or termination.

11. INDEMNIFICATION

11.1. By using the Platform, you agree to indemnify, defend, and hold harmless Invictus Tech Limited, its directors, employees, and affiliates from and against any claims, demands, liabilities, damages, losses, costs, or expenses, including legal fees, arising out of or connected to:

11.1.1. Your use of the Platform or Services;

11.1.2. Your breach of these Terms; or

11.1.3. Any infringement of third-party rights, including intellectual property, arising from your listings, content, or conduct.

12. ACCOUNT RESPONSIBILITY AND SECURITY

- 12.1.To access Paid Services, you must create an account with a valid email address and a strong password, compliant with the Computer Misuse Act. Use of third-party logins (e.g., Mobile Money or Apple Pay) is subject to their terms.
- 12.2.You are solely responsible for safeguarding your account credentials, and for all activities under your account, you are strictly forbidden from authorizing third parties to use your account.
- 12.3.The Aisle reserves the right to suspend or terminate your access or use of the platform and our services if we reasonably suspect and/or receive complaints/credible reports of your fraud, misuse, or any breach of any obligation under these Terms. This includes, but is not limited to, the submission/provision of false or misleading information or unauthorised listings.
- 12.4.Any such termination or suspension may be immediate and without notice. If we terminate your account without reasonable cause, you may receive a pro rata refund of fees that you prepaid for the Services. In the event of account termination, we will provide the reason for termination in writing. If the Vendor disputes our determination, they may appeal through the dispute resolution process outlined in Section 28. Pro-rata refunds will be provided for any unused subscriptions except in cases of proven fraud, material breach of these terms, or unlawful activity.

13. VENDOR AND CLIENT RESPONSIBILITIES

- 13.1.By using the Aisle, both vendors and clients acknowledge and agree to the following responsibilities:
- 13.1.1.The Aisle does not guarantee the accuracy, quality, or legality of any vendor, listing, or service. Users are therefore solely responsible for conducting their own due diligence, including checking licenses, references, credentials, and the quality of services before making any payments or entering into agreements.
- 13.1.2.All transactions, payments, contracts, or agreements between vendors and clients are entered into at the user's own risk. The

Aisle is not a party to these transactions and bears no responsibility for performance, delivery, or outcomes.

13.1.3. Any disputes, claims, or complaints between vendors and clients must be **resolved directly between the parties**. The Aisle shall not mediate, arbitrate, or otherwise intervene in such matters, except where required by law or expressly agreed in a separate written agreement.

13.1.4. Vendors must ensure that all listings, services, and communications comply with applicable laws and regulations, and clients must ensure their use of the platform adheres to these Terms.

13.1.5. Users expressly acknowledge that all interactions and transactions on the platform are independent, and The Aisle cannot be relied upon as a broker, insurer, or guarantor of any vendor or service.

14. WEBSITE MAINTENANCE

We do not guarantee uninterrupted or error-free access to Paid Services and may suspend access to the website services or content for maintenance or security reasons without liability.

15. ERRORS AND OMISSIONS

We strive to maintain an efficient and reliable Platform, however, we do not guarantee that all listings, vendor information, or other content on the website is complete, accurate, or free from errors, inconsistencies, or omissions. By using this platform, you acknowledge that information provided by vendors may contain inaccuracies or omissions and agree to independently verify any details, services, or resources before making any decisions or commitments. You expressly agree not to rely solely on the information provided on The Aisle when engaging with vendors on the platform.

16. CONTENT USAGE AND LICENCE

16.1. From time to time, The Aisle may permit you to **submit, upload, publish, or otherwise make available** content, including commentary, feedback, support requests, or entries for competitions and promotions (“User Content”).

16.2. You retain all rights to your User Content however, by submitting User Content including but not limited to images, text, and media on the Platform, you grant Invictus Tech Limited a worldwide, perpetual, irrevocable, transferable, royalty-free license to use, copy, modify, create derivative works, distribute, publicly display, and otherwise exploit such User Content in all formats and distribution channels, without further notice or payment solely for the operation, promotion and marketing of the Aisle platform.

16.3. You warrant and represent that:

16.3.1. You own or have the rights to grant this license;

16.3.2. The content does not infringe or violate any third-party rights, including intellectual property or privacy rights;

16.3.3. Your content complies with applicable laws and these Terms.

16.4. You may not submit content that is defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by The Aisle in its sole discretion.

17. INTELLECTUAL PROPERTY

17.1. The Platform, including all applications, content, services, and intellectual property rights, remains the property of Invictus Tech Limited or its licensors.

17.2. Nothing in these Terms grants you rights:

17.2.1. In or related to the Platform beyond the limited license granted above; or

17.2.2. To use or reference The Aisle's company names, logos, trademarks, product or service names, or service marks, or those of its licensors.

17.3. If it is discovered that any content submitted by you violates these warranties, or if a third party asserts a claim of infringement or unauthorized use on their intellectual property, you agree to indemnify, defend, and hold harmless Invictus Tech Limited, its affiliates, directors, employees, and agents from any losses, damages, liabilities, claims, or expenses including legal fees arising from such content.

17.4. By using the Platform, you warrant that you will respect all intellectual property rights of Invictus Tech Limited and third parties and acknowledge that any violation may result in suspension, termination of access, or legal action.

17.5. We retain all rights, title, and interest in and to our intellectual property, including registered and unregistered trademarks, logos, and branding. Unauthorised use of any such content constitutes infringement and may result in civil or criminal liability.

17.6. By using the Platform, you agree not to:

17.6.1. Reproduce, use, copy, duplicate, distribute, or publicly display any content from the Platform without our prior written consent.

17.6.2. Sell, license, transfer, or commercialize any materials, listings, or access obtained through the Platform.

17.6.3. Share account credentials, download content, or otherwise provide access to the Platform or its materials outside the permitted avenues and users.

17.6.4. Use the Platform or its materials for any unlawful purpose or in a manner that could damage, disable, overburden, impair, or interfere with the Platform or its use by other users.

17.6.5. Attempt to obtain any content or information through means not explicitly made available or authorized by the Platform.

18. LICENSE

18.1. Subject to your compliance with these Terms and payment of any applicable subscription fees, Invictus Tech Limited grants you a limited, non-exclusive, non-sublicensable, revocable, and non-transferable license to:

18.1.1. Access and use the Platform and its applications on your personal device solely in connection with your use of the Services;

18.1.2. Access and use any content, information, and related materials made available through the Platform solely for your personal, non-commercial purposes.

18.2. Any rights not expressly granted herein are reserved by The Aisle and its licensors.

19. DISCLAIMER AND LIMITATION OF LIABILITY

19.1. The Aisle, operated by Invictus Tech Limited, is provided **“as is” and “as available”**, without warranties of any kind, whether express, implied, or statutory. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, accuracy, or non-infringement.

19.2. To the fullest extent permitted by law, Invictus Tech Limited disclaims all liability for any loss, damage, injury, or fraud arising out of or in connection with transactions, communications, or interactions between vendors, clients, or other users of the Platform.

19.3. We do not warrant that listings, vendor profiles, advertisements, or any other content made available on the Platform will be accurate, complete, current, or free of errors, omissions, or misrepresentations. Users are solely responsible for independently verifying any information before relying on it.

19.4. We do not guarantee uninterrupted, secure, or error-free access to the Platform. Invictus Tech Limited shall not be liable for any service interruptions, delays, downtime, system failures, or technical issues that may affect access or use of the Platform, including but not limited to:

19.4.1. Issues arising from third-party platforms such as payment processors, Flutterwave, App Stores, or other external services.

19.4.2. Unauthorized access to user accounts resulting from failure to secure login credentials.

19.4.3. Events beyond our reasonable control, including network failures, government restrictions, or force majeure events as recognized under the Contracts Act.

19.5. To the fullest extent permitted by law, Invictus Tech Limited, its affiliates, directors, employees, or agents shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of data, goodwill, reputation, or

business opportunities, arising out of in connection with the use of the Platform.

19.6. Where liability cannot be excluded under applicable law, the total aggregate liability of Invictus Tech Limited for any claim arising out of or in connection with the Platform shall be limited to the subscription fees actually paid by the vendor for the specific service giving rise to the claim.

19.7. Users agree to defend, indemnify, and hold harmless Invictus Tech Limited from all claims, damages, losses, and expenses (including legal fees) arising from:

19.7.1. Use of the Platform in violation of these Terms;

19.7.2. Any infringement of third-party rights, including intellectual property rights under the Copyright and Neighbouring Rights Act; and

19.7.3. Any fraudulent, negligent, or unlawful activity conducted through the Platform.

20. SUPPLEMENTARY TERMS

20.1. Certain services, events, promotions, or activities may be subject to supplementary terms posted on the Platform. These supplementary terms:

20.1.1. Are deemed part of these Terms for the relevant services;

20.1.2. It is your responsibility to review before using the services;

20.1.3. Invictus Tech Limited shall not be liable for any loss, damage, or inconvenience arising from your failure to comply with or be aware of such supplementary terms.

21. PRIVACY, DATA PROTECTION POLICY, AND THIRD PARTY INTERACTIONS

21.1. We take the privacy of your information very seriously. Our Privacy and Data Protection Policy is designed to tell you about our practices regarding the collection, use, and disclosure of personal information about you that may be provided when you access or use any of our websites.

21.2.By using our Services, you consent to the collection, use, and disclosure of your information as outlined in our Privacy and Data Protection Policy and agree to be bound by its terms.

21.3.We are committed to safeguarding your personal data and all information shared in confidence.

21.4.Your personal data, financial, and account information shall be protected securely, and we shall adhere to the privacy standards and laws of Uganda.

21.5.Our Services may contain links and references to other third-party websites and applications. Please be aware that this Privacy Policy does not apply to those websites.

21.6.We shall not be responsible for the privacy policies and practices of sites that are not operated by us, even if you access them via our Services. We recommend that you check the policy of each site you visit and contact its owner or operator if you have any concerns or questions.

21.7.In addition, if you came to our Services via a third-party site, we cannot be responsible for the privacy policies and practices of the owners or operators of that third-party site, and we recommend that you check the policy of that third-party site and contact its owner or operator if you have any concerns or questions.

21.8.We shall not be liable for any losses or damages arising from third-party interactions.

21.9.For details on how we collect, use, store, and protect your personal information, please refer to our **Privacy Policy**, which forms an integral part of these Terms and Conditions. By using the Platform, you acknowledge and agree to be bound by the terms of the Privacy Policy as updated from time to time.

22. **FORCE MAJEURE**

We shall not be held liable for any delay, interruption, or failure in providing access to the Platform or its Services arising from circumstances beyond our reasonable control, including but not limited to natural disasters, government

restrictions, acts of war, labour disputes, system failures, or interruptions in internet or telecommunication services.

23. INDEPENDENT RELATIONSHIP

Subject to clause 2 of these terms and conditions, Vendors and Clients acknowledge that all vendors operate as independent service providers. Nothing in these Terms shall be construed to create any partnership, joint venture, agency, or employment relationship between Invictus Tech Limited and any vendor, client, or third party.

24. DISPUTE RESPONSIBILITY

All contracts, transactions, and engagements made through the Platform are strictly between vendors and clients. Invictus Tech Limited shall not be a party to any such contracts and shall not be liable for resolving disputes, except where expressly required by law.

25. MODIFICATION OF SERVICES AND FEE

Invictus Tech Limited reserves the right, at its discretion, to modify, suspend, or discontinue any part of the Platform or Services, including subscription fees, pricing models, or features, without notice to the users.

26. TERMINATION RIGHTS

26.1.Invictus Tech Limited reserves the right, at its sole discretion, to **suspend or terminate access to the Platform** and remove any content without prior notice if a user:

26.1.1.Violates these Terms;

26.1.2.Engages in conduct that is harmful, unlawful, or inconsistent with the intended use of the Platform; or

26.1.3.Participates in activities that could negatively affect other users or the operation of the Platform.

26.2.Such suspension or termination may be immediate, and users acknowledge that Invictus Tech Limited shall not be liable for any consequences, losses, or damages arising from such action.

27. GOVERNING LAW AND JURISDICTION

27.1.These Terms shall be governed by and construed in accordance with the laws of Uganda, including for users and vendors located outside Uganda.

27.2. Users agree that any disputes arising out of or in connection with these Terms shall be resolved by contacting the support team using the contact details provided on this website. We will respond within seven (7) working days from the date of contact. In the event that both parties fail to resolve amongst each other, we shall subject the dispute to Mediation and, where mediation fails, the matter shall be escalated to the Jurisdiction of the courts of Uganda.

27.3. You irrevocably submit to this jurisdiction.

28. SEVERABILITY

If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a competent authority, such provision shall be deemed severable, and the remaining provisions shall continue in full force and effect.

29. MISCELLANEOUS

29.1. Our failure to enforce any provision does not waive our right to enforce it later. Any waiver must be in writing and signed by us.

29.2. We reserve the right to assign or transfer these Terms or any rights/obligations hereunder without your consent, provided your rights are not prejudiced. You may not assign or transfer your rights without our prior written consent.

29.3. These Terms are provided in English, the official language of the Services. Any translations are for convenience only, and the English version prevails.

30. NO WARRANTIES

30.1. The company makes no warranties regarding the performance or operation of this website. The company further makes no representations or warranties of any kind.

30.2. The Services are provided “as is” and “as available,” without warranties of any kind, express or implied, including merchantability, fitness for purpose, or non-infringement, to the fullest extent permitted by the Competition Act.

31. ENTIRE AGREEMENT

These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Invictus Tech Limited regarding the use of the Platform and supersede any prior understandings or agreements, whether oral or written.

32. CONTACT

For questions, please contact:

Invictus Tech Limited

Email: hello@theaisle.africa

Phone: (+256) 393 516-540

Get Your Business Listed

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