

# UgaWATCH User Terms of Service

## Account Registration and Use

### Account Registration and Confidentiality.

To access the Service, you must register for a *ugawatch* account by creating an email and password. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your email and password. We may assume that any communications we receive under your account have been made by you.

### Unauthorized Account Use.

You are responsible for notifying us at *info@Ugawatch.com* if you become aware of any unauthorized use of or access to your account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Ugawatch will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use.

### Membership

Your Ugawatch membership will continue for the agreed time until terminated. To use the Ugawatch, service you must have Internet access and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your monthly billing date, you authorize us to charge your next month's membership fee to your Payment Method

### Free Trials

Your Ugawatch membership may start with a free trial. Free trial eligibility is determined by Ugawatch at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible.

## Billing and Cancellation

- **Billing Cycle:**The billing cycle for the Ugawatch service ranges between one day and 1 year. For members that use PayPal, Visa or MasterCard as their Payment Method, your account will be automatically charged at the end of the billing cycle.
- **Payment Methods:**To use the Ugawatch, service you must provide one or more Payment Methods. Members can subscribe to the service through our payment portal using PayPal, Visa, MasterCard or Mobile Money through our online merchant PesaPal or any other designated methods that will be officially communicated by Ugawatch. In case of direct mobile money payments, these will ONLY be sent to our official company line i.e. 0705656565 or 0786265997. Any deposits made to any other numbers will not be valid.
- **Cancellation:** For members that subscribe using PayPal, you can cancel your recurring payment profile by going to your PayPal account settings, selecting recurring payments and cancelling Ugawatch. For mobile money payments, they are not recurring. As such, the subscription is only valid for the time period paid for.
- **Changes to subscription prices and packages:** We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to our subscription plans will apply to you no earlier than 30 days following notice to you.
- **Refund policy:** Given the nature of digital items, we do not generally offer a refund on a purchase. A client will ONLY be eligible for a refund if their account has been billed more than once in a period of 30 days or if they have not used the service. The refund will be made via the client's payment method and the client will have a maximum of 15 days to file a refund claim with our team
- A client that makes a payment but does not access the service for the period paid for, qualifies for a full refund of the amount paid subject to review of the client user logs.

## MATURITY RATINGS

All movies and series uploaded on ugawatch.com are assigned a maturity rating based on the frequency and impact of the mature content in the series or movie. Ugawatch does not permit the streaming of adult content (pornography) on the platform. In the unlikely event that any content contrary to this is seen on the platform, kindly reach out on [info@ugawatch.com](mailto:info@ugawatch.com) and the content will be taken down immediately.

## Our Responsibilities

### Providing the Services

You're not the only one with responsibilities; we have some, too. We will (a) make the Services available to you and (b) not use or process Your Data for any purpose without your prior written instructions;

## Keeping the Services Available

For all Services, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent but will endeavor to provide you with advance notice (e.g., through the Services), if we think it may exceed five (5) continuous minutes.

## Protecting Your Data

The protection of your Data is a top priority for us so we will maintain administrative, physical, and technical safeguards at a level not materially less protective than as described in our Security Practices page. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Your Data by our personnel.

## Our Indemnification of You

We will defend You from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Services as permitted under the Agreement infringes or misappropriates a third party's intellectual property rights (a "Claim Against You"), and will indemnify You for all reasonable attorney's fees incurred and damages and other costs finally awarded against You in connection with or as a result of, and for amounts paid by You under a settlement we approve of in connection with, a Claim Against You; provided, however, that we will have no liability if a Claim Against You arises from (a) You Data or Non-Ugawatch Products; and (b) any modification, combination or development of the Services that is not performed by us, including in the use of any application programming interface (API). You must provide us with prompt written notice of any Claim against You and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to, and your exclusive remedy against us and the Ugawatch Extended Family for, any Claim against You.

## Your Indemnification of Us

You will defend Ugawatch and the members of the Ugawatch Extended Family (collectively, the "Ugawatch Indemnified Parties") from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Your or any of its Authorized Users' violation of the Agreement or the User Terms (a "Claim Against Us"), and will indemnify the Ugawatch Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs finally awarded against a Ugawatch Indemnified Party in connection with or as a result of, and for amounts paid by a Ugawatch Indemnified Party under a settlement You approves of in connection with, a Claim Against Us. We must provide you with prompt written notice of any Claim against Us and allow You the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting your defense and

settlement of such matter. This section states your sole liability with respect to, and the Ugawatch Indemnified Parties' exclusive remedy against you for, any Claim against Us.

## General Provisions

### Modifications

As our service evolves, we may change these You Terms and the other components of the Agreement (except any Order Forms). If we make a material change to the Agreement, we will provide you with reasonable notice prior to the change taking effect, either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of the You Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Agreement. The materially revised Agreement will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute your acceptance of any revised terms and conditions.

[info@ugawatch.com](mailto:info@ugawatch.com)