

PRISM RESIDENTIAL PRIVACY POLICY

INTRODUCTION

Thank you for choosing to be part of our community at Prism Residential Limited("company"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our policy, or our practices with regard to your personal information, please contact us at info@sprekenya.com.

When you visit our website www.sprekenya.com ("Site") and use our services, you trust us with your personal information. We take your privacy very seriously. In this privacy notice, we describe our privacy policy. We seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy policy that you do not agree with, please discontinue use of our site and our services.

This privacy policy applies to all information collected through our websites (such as www.sprekenya.com), and/or any related services, sales, marketing or events (we refer to them collectively in this privacy policy as the "Sites").

Please read this privacy policy carefully as it will help you make informed decisions about sharing your personal information with us.

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WHAT INFORMATION DO WE COLLECT?

Personal information you disclose to us

In Short: We collect personal information that you provide to us such as name, address, contact information, passwords and security data, payment information, and social media login data.

We collect personal information that you voluntarily provide to us when [registering at the Sites] expressing an interest in obtaining information about us or our products and services, when participating in activities on the Sites [(such as posting messages in our online forums or entering competitions, contests or giveaways)] or otherwise contacting us.

The personal information that we collect depends on the context of your interactions with us and the Sites, the choices you make and the products and features you use. The personal information we COLLECT can include the following:

Name and Contact Data. We collect your first and last name, email address, postal address, phone number, and other similar contact data.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

In Short: Some information – such as IP address and/or browser and device characteristics – is collected automatically when you visit our website.

We automatically collect certain information when you visit, use or navigate the Sites. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Site and other technical information. This information is primarily needed to maintain the security and operation of our Sites, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies. [You can find out more about this in our [Cookies Policy](#)].

Information collected from other Sources

In Short: We may collect limited data from public databases, marketing partners, social media platforms, and other outside sources.

We may obtain information about you from other sources, such as public databases; joint marketing partners, social media platforms (such as Facebook), as well as from other third parties. Examples of the information we receive from other sources include: social media profile information (your name, gender, birthday, email, current city, state and country, user identification numbers for your contacts, profile picture URL and any other information that you choose to make public); marketing leads and search results and links, including paid listings (such as sponsored links).

HOW DO WE USE YOUR INFORMATION?

In Short: We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

We use personal information collected via our Sites for a variety of business purposes described below. We process your personal information for these purposes in reliance on our legitimate business interests ("Business Purposes"), in order to enter into or perform a contract with you ("Contractual"), with your consent ("Consent"), and/or for compliance with our legal obligations ("Legal Reasons"). We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- To send you marketing and promotional communications [for Business Purposes and/or with your Consent]. We and/or our third party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. You can opt-out of our marketing emails at any time (see the "Your Privacy Rights" below).
- To send administrative information to you [for Business Purposes, Legal Reasons and/or possibly Contractual]. We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.
- To post testimonials [with your Consent]. We post testimonials on our Sites that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and testimonial. If you wish to update, or delete your testimonial, please contact us at info@sprekenya.com and be sure to include your name, testimonial location, and contact information.
- Deliver targeted advertising to you [for our Business Purposes and/or with your Consent]. We may use your information to develop and display content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness. [For more information, see our [Cookies Policy](#)]

- Administer prize draws and competitions [for our Business Purposes and/or with your Consent]. We may use your information to administer prize draws and competitions when you elect to participate in competitions.
- Request Feedback [for our Business Purposes and/or with your Consent]. We may use your information to request feedback and to contact you about your use of our Sites.
- To protect our Sites [for Business Purposes and/or Legal Reasons]. We may use your information as part of our efforts to keep our Sites safe and secure (for example, for fraud monitoring and prevention).
- To enforce our terms, conditions and policies [for Business Purposes, Legal Reasons and/or possibly Contractual].
- To respond to legal requests and prevent harm [for Legal Reasons]. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.
- For other Business Purposes. We may use your information for other Business Purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Sites, products, services, marketing and your experience.

WILL YOUR INFORMATION BE SHARED WITH ANYONE?

In Short: We only share information with your consent, to comply with laws, to protect your rights, or to fulfill business obligations.

We only share and disclose your information in the following situations:

- *Compliance with Laws. We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).*

- **Vital Interests and Legal Rights.** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.
- **Vendors, Consultants and Other Third-Party Service Providers.** We may share your data with third party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, customer service and marketing efforts. We may allow selected third parties to use tracking technology on the Sites, which will enable them to collect data about how you interact with the Sites over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content and better understand online activity. Unless described in this Policy, we do not share, sell, rent or trade any of your information with third parties for their promotional purposes.
- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- *Third-Party Advertisers. We may use third-party advertising companies to serve ads when you visit the Sites. These companies may use information about your visits to our Website(s) and other websites that are contained in web cookies and other tracking technologies in order to provide advertisements about goods and services of interest to you.*
[See our [Cookies Policy](#) for further information]
- *Affiliates. We may share your information with our affiliates, in which case we will require those affiliates to honor this privacy policy. Affiliates include our*

parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

- *Business Partners. We may share your information with our business partners to offer you certain products, services or promotions.*
- *With your Consent. We may disclose your personal information for any other purpose with your consent.*
- *Other Users. When you share personal information (for example, by posting comments, contributions or other content to the Sites) or otherwise interact with public areas of the Site [or App], such personal information may be viewed by all users and may be publicly distributed outside the Site [and our App] in perpetuity. [If you interact with other users of our Sites and register through a social network (such as Facebook), your contacts on the social network will see your name, profile photo, and descriptions of your activity.] Similarly, other users will be able to view descriptions of your activity, communicate with you within our Sites, and view your profile.*

DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

In Short: We may use cookies and other tracking technologies to collect and store your information.

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our [Cookies Policy](#).

DO WE USE GOOGLE MAPS?

In Short: Yes, we use Google Maps for the purpose of providing better service.

This website uses Google Maps APIs. You may find the Google Maps APIs Terms of Service [here](#). To better understand Google's Privacy Policy, please refer to this [link](#).

By using our Maps API Implementation, you agree to be bound by Google's Terms of Service. [By using our implementation of the Google Maps APIs, you agree to allow us to gain access to information about you including personally identifiable information (such as usernames) and non-personally identifiable information (such as location). [We will be collecting the following information:]

For a full list of what we use information for, please see the previous sections titled "Use of Your Information" and "Disclosure of Your Information." [You agree to allow us to obtain or cache your location. You may revoke your consent at anytime.] [We use information about location in conjunction with data from other data providers.]

[The Maps APIs that we use store and access cookies and other information on your devices.]

WHAT IS OUR STANCE ON THIRD-PARTY WEBSITES?

In Short: We are not responsible for the safety of any information that you share with third-party providers who advertise, but are not affiliated with, our websites.

The Sites may contain advertisements from third parties that are not affiliated with us and which may link to other websites, online services or mobile applications. We cannot guarantee the safety and privacy of data you provide to any third parties. Any data collected by third parties is not covered by this privacy policy. We are not

responsible for the content or privacy and security practices and policies of any third parties, including other websites, services or applications that may be linked to or from the Sites. You should review the policies of such third parties and contact them directly to respond to your questions.

HOW LONG DO WE KEEP YOUR INFORMATION?

In Short: We keep your information for as long as necessary to fulfill the purposes outlined in this privacy policy unless otherwise required by law.

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this policy will require us keeping your personal information for longer than [90 days/6 months/1 year/2 years/the period of time in which you have an account with us/90 days past the termination of your account/6 months past the termination of your account/1 year past the termination of your account/2 years past the termination of your account].

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

HOW DO WE KEEP YOUR INFORMATION SAFE?

In Short: We aim to protect your personal information through a system of organizational and technical security measures.

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, please also remember that we cannot guarantee that the internet itself is 100% secure. Although we will do our best to protect your personal information, transmission of personal information to and from our Sites is at your own risk. You should only access the services within a secure environment.

DO WE COLLECT INFORMATION FROM MINORS?

In Short: We do not knowingly collect data from or market to children under 18 years of age.

We do not knowingly solicit data from or market to children under 18 years of age. By using the Sites, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Site [and App]. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we have collected from children under age 18, please contact us at info@sprekenya.com.

WHAT ARE YOUR PRIVACY RIGHTS?

In Short: [In some regions, such as the European Economic Area, you have rights that allow you greater access to and control over your personal information.] You may review, change, or terminate your account at any time.

[In some regions (like the European Economic Area), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal

information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the contact details provided below [HYPERLINK]. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal.

If you are resident in the European Economic Area and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm]

Account Information

You may at any time review or change the information in your account or terminate your account by:

- Logging into your account settings and updating your account

- Contacting us using the contact information provided below
- [Other]

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.]

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Sites. To opt-out of interest-based advertising by advertisers on our Site visit <http://www.aboutads.info/choices/>. [For further information, please see our [Cookies Policy](#)]

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list – however, we will still need to send you service- related emails that are necessary for the administration and use of your account. You can also opt-out by:

- Noting your preferences at the time you register your account with the Sites.
- Logging into your account settings and updating your preferences.
- Contacting us using the contact information provided below

DO WE MAKE UPDATES TO THIS POLICY?

In Short: Yes, we will update this policy as necessary to stay compliant with relevant laws.

We may update this privacy policy from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy policy frequently to be informed of how we are protecting your information.

HOW CAN YOU CONTACT US ABOUT THIS POLICY?

If you have questions or comments about this policy, email us at info@sprekenya.com

or by post to:

Prism Residential Limited 2nd Floor, The Courtyard General Mathenge Drive Nairobi

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.

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

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.