

SUBURBAN CART – CUSTOMER TERMS & CONDITIONS

Last Updated: 09.07.2025

1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement between you (the “Customer”, “User”, or “you”) and Suburban Cart Limited (“Suburban”, “we”, “us”, or “our”) governing your access to and use of the Suburban Cart website, mobile applications, services, and all related tools and features made available by us (collectively, the “Platform”).

1.2 By accessing, browsing, registering on, or otherwise using the Platform in any manner, including but not limited to placing orders, creating an account, or interacting with content, you confirm that:

- You have read, understood, and agree to be bound by these Terms;
- You are at least 18 years of age or otherwise legally capable under applicable law to form binding contracts; and
- You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Platform.

1.3 If you do not agree to these Terms or any part thereof, you must immediately cease accessing or using the Platform.

1.4 Suburban reserves the right, at its sole discretion, to amend, revise, update, or replace these Terms at any time. Any such changes will become effective upon posting on the Platform. You are encouraged to review these Terms regularly. Continued use of the Platform after such changes constitutes your acceptance of the revised Terms.

1.5 Additional terms and policies may apply to certain features or services offered on the Platform (such as promotions, loyalty programs, or special delivery arrangements). Those additional terms shall be deemed incorporated into these Terms by reference and, in the event of conflict, will prevail over these Terms to the extent of the inconsistency.

1.6 These Terms constitute the entire agreement between you and Suburban with respect to your use of the Platform and supersede any prior agreements or understandings, whether oral or written.

2. About Suburban Cart

Suburban Cart Limited (“Suburban,” “we,” “our,” or “us”) is a Kenyan-based e-commerce service provider facilitating the listing, sale, and fulfilment of goods and services by third-party Sellers. We act as an intermediary and do not own the inventory listed by Sellers unless explicitly stated.

3. Eligibility & Account Setup

3.1 Eligibility Criteria

To access and use the Suburban Cart Platform, you must meet the following eligibility requirements:

- Be at least **18 years old**, or the age of majority in your jurisdiction of residence, whichever is higher; or

- If under 18 years, use the Platform only under the supervision and with the consent of a parent or legal guardian, who shall be deemed the actual contracting party; and
- Have full legal capacity to enter binding contracts under the **Laws of Kenya**, including the Law of Contract Act (Cap. 23).

3.2 Account Creation

- (a) To place orders or access certain features of the Platform, you may be required to create a personal user account ("Account").
- (b) When registering an Account, you must provide accurate, complete, and current information, including your full name, email address, mobile number, physical delivery address, and a secure password.
- (c) You agree to promptly update your Account details if they change or become inaccurate.

3.3 Account Responsibility and Security

- (a) You are solely responsible for maintaining the confidentiality and security of your login credentials (username and password), and for all activity conducted under your Account.
- (b) You agree to immediately notify Suburban of any unauthorized use of your Account or any suspected breach of security.
- (c) Suburban shall not be liable for any loss, damage, or liability resulting from your failure to maintain account security or for any activity conducted using your credentials, whether authorised or not.

3.4 One Account Per User

Each user is permitted to maintain **only one Account** unless expressly authorised in writing by Suburban. Duplicate or fraudulent accounts may be suspended or terminated without notice.

3.5 Account Suspension or Termination by Suburban

Suburban reserves the right, at its sole discretion and without prior notice, to:

- Refuse registration of a new Account;
- Suspend, restrict, or terminate your existing Account for any reason, including but not limited to suspected fraud, misuse, violation of these Terms, or inactivity for a prolonged period;
- Withhold or cancel any pending orders where account misuse or breach is suspected.

3.6 Prohibited Uses

You agree not to use your Account or the Platform for:

- Impersonating another person or entity;
- Creating fictitious identities or false information;
- Any activity that violates applicable laws or infringes on the rights of Suburban, its Vendors, or other users;

- Engaging in price manipulation, order fraud, spamming, or data harvesting.

3.7 Access to Platform Features

Certain features of the Platform may be restricted to registered Account holders only, including but not limited to:

- Placing and tracking orders;
- Leaving product reviews;
- Participating in promotions, referrals, or loyalty programs;
- Saving delivery addresses and payment methods for faster checkout.

3.8 Data Protection and Account Data Use

By creating an Account, you consent to Suburban's collection, storage, and processing of your personal data in accordance with our **Privacy Policy** and the **Data Protection Act, 2019 (Kenya)**. You have the right to access, correct, or request deletion of your data as set out in our data handling procedures.

4. Product Listings & Order Process

4.1 Product Listings by Vendors

- (a) All goods and services ("Products") displayed on the Platform are listed either by Suburban Cart directly or by independent third-party sellers ("Vendors") who have onboarded onto the Platform.
- (b) Each listing includes a description, price, images, availability, and shipping information provided and maintained by the respective Vendor. Suburban makes reasonable efforts to ensure that listings are accurate, but we do not guarantee that all product descriptions, prices, or other content are complete, error-free, or current.
- (c) Suburban is not responsible for typographical errors or misrepresentations made by Vendors and reserves the right to correct such errors and update product information without prior notice.

4.2 Product Availability

- (a) All Products are offered subject to availability. Listing a Product on the Platform does not guarantee that it is in stock at the time of ordering.
- (b) In cases where a Product becomes unavailable after an order is placed, Suburban reserves the right to cancel the order and issue a full refund. We will notify you promptly of such cancellations and may, where applicable, suggest alternative or similar Products.

4.3 Order Placement

- (a) To place an order, the Customer must:
- Log into a valid Account or proceed as a guest (if permitted);
 - Add desired Product(s) to the cart;
 - Confirm delivery address and shipping method;
 - Select a valid payment method;

- Review and accept these Terms and any applicable additional terms;
- Submit the order for processing.

(b) By placing an order, you:

- Offer to purchase the selected Products under these Terms;
- Confirm that the details provided in the order are true and complete;
- Authorise Suburban or its payment partners to charge your selected payment method for the total order amount.

4.4 Order Acknowledgement and Confirmation

(a) Once your order is placed, you will receive an automated acknowledgment email summarising the order details. This does not constitute acceptance of your order.

(b) Acceptance occurs only when:

- The Product is dispatched; or
- The Vendor confirms acceptance of the order (for services or made-to-order items).

4.5 Right to Refuse or Cancel Orders

Suburban and/or the Vendor reserves the right to refuse, cancel, or limit any order for any reason, including but not limited to:

- Product unavailability;
- Pricing errors;
- Suspicion of fraudulent or unauthorised activity;
- Breach of these Terms;
- Limitations on quantities available for purchase.

If your order is cancelled after payment is processed, a full refund will be issued through the original payment method.

4.6 Order Modification and Cancellation by Customer

(a) Orders may only be modified or cancelled by the Customer prior to dispatch. Once the Product has been shipped or the service fulfilled, cancellation is no longer permitted, and the return policy shall apply.

(b) To request cancellation, the Customer must contact Suburban Customer Support via the official channels listed under **Clause 16**.

4.7 Multiple Orders and Bulk Transactions

Suburban reserves the right to limit or reject orders that appear to be placed with the intent to resell, bulk-buy, or exploit pricing errors. Such actions may also lead to account suspension or termination.

4.8 Digital Goods and Services

For digital Products or services (e.g., eBooks, downloadable files, subscription services), the order is deemed fulfilled upon successful digital delivery. No physical shipping shall apply, and refund rights are subject to the specific digital terms and consumer protections for such goods.

4.9 Promotional and Third-Party Offers

(a) Orders made through third-party promotions, coupon codes, affiliate links, or vouchers are subject to validation by Suburban.

(b) We reserve the right to reject promotional orders where misuse or fraud is suspected.

4.10 Proof of Transaction

An official order receipt and transaction reference number shall be issued for each confirmed purchase. Customers are advised to retain this proof of transaction for future reference in case of disputes, returns, or warranty claims.

5. Pricing, Taxes & Payment Methods

5.1 Product Pricing

(a) All prices displayed on the Suburban Cart Platform are:

- Denominated in **Kenya Shillings (KSHS)**;
- Inclusive of **Value Added Tax (VAT)** and other applicable statutory levies, unless stated otherwise; and
- Exclusive of **delivery charges, handling fees**, or other applicable service charges, which will be clearly itemized at checkout.

(b) Prices are determined by individual Vendors or Suburban (as applicable) and may vary based on product category, availability, or location.

(c) Suburban reserves the right to adjust prices or correct pricing errors at any time. Where a pricing error affects an existing order, the Customer will be notified and offered the option to proceed at the correct price or cancel the order for a full refund.

5.2 Taxes and Regulatory Charges

(a) All applicable taxes including VAT, environmental levies, and regulatory fees (where applicable) will be charged at checkout and reflected on the final invoice.

(b) For any cross-border transactions (if introduced), Customers will be responsible for applicable customs duties, import levies, or clearance fees in the destination jurisdiction.

5.3 Accepted Payment Methods

Suburban Cart currently offers the following **two secure payment options** for all customer transactions:

(i) M-PESA (Mobile Money):

Customers can pay directly via **M-PESA Paybill**, using the details provided at checkout. Payments are typically reflected in real-time, and you will receive immediate confirmation via SMS.

(ii) Card Payments via Paystack:

We accept **Visa and MasterCard** debit and credit card payments through our secure third-party payment processor, **Paystack**. All transactions are encrypted and processed in compliance with PCI-DSS standards. Suburban does not store card numbers or sensitive payment information.

5.4 Payment Processing and Confirmation

(a) Payment must be completed and successfully processed before any order is dispatched or fulfilled.

(b) Once payment is received, an official confirmation and receipt will be issued via email or through your account dashboard.

(c) If payment is not completed within the specified time at checkout, the order may be automatically cancelled.

5.5 Payment Failures and Errors

(a) Suburban is not responsible for delays or failures in payment processing arising from:

- Network failures;
- Incorrect entry of payment information;
- Insufficient funds or card decline.

(b) Customers must notify Suburban within **48 hours** of any failed transaction or unintended duplicate payment. Verified errors will be investigated and resolved within **7 working days**.

5.6 Chargebacks and Disputes

(a) If a Customer disputes a card payment through Pystack or initiates a chargeback, Suburban reserves the right to:

- Temporarily suspend the relevant Account;
- Withhold fulfilment of pending orders;
- Recover any losses or fees incurred through legal or administrative means.

5.7 Invoices and Receipts

A digital tax invoice and receipt will be generated and issued to the Customer upon successful payment. Customers requiring a formal invoice for accounting, reimbursement, or compliance purposes may request one through Customer Support.

6. Shipping & Delivery

6.1 Delivery Partners and Coverage

(a) Suburban Cart facilitates delivery of Products through:

- Its own logistics team (where applicable); or
- Verified third-party courier and delivery service providers (the “Delivery Partners”).

(b) Delivery services are available **within Kenya**, and may be extended to cross-border regions subject to Suburban’s discretion and operational capacity. Availability is determined based on the Customer’s location at checkout.

6.2 Delivery Options and Fees

(a) Delivery options and associated charges will be displayed at the checkout stage and may vary depending on:

- Product size, weight, and nature (fragile, perishable, etc.);
- Delivery location;
- Urgency (e.g. same-day, next-day, standard delivery).

(b) Some Products or Vendors may offer **free delivery**, while others may apply a **flat rate or tiered fee** structure. Delivery fees are non-refundable once the Product has been dispatched.

6.3 Estimated Delivery Timelines

(a) Estimated delivery periods are provided for informational purposes only and commence once an order is confirmed and dispatched.

Delivery Type	Estimated Timeframe
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Nairobi & Environs	1–2 business days
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Major Towns	2–4 business days
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Remote Areas	3–7 business days
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(b) While we aim to meet these timelines, delays may occur due to factors outside our control, including weather, high traffic periods, operational backlogs, or courier delays. Suburban shall not be held liable for such delays.

6.4 Order Tracking

Customers will receive an SMS, email, or dashboard notification once an order is shipped, including a **tracking number or delivery update link** (where available). Customers are encouraged to monitor the delivery status until completion.

6.5 Delivery Attempts and Failure

(a) Our Delivery Partner will attempt delivery to the address specified at checkout. If the recipient is unavailable:

- A second attempt may be made; or
- The Customer may be contacted to reschedule or redirect delivery.

(b) If delivery fails after multiple attempts, the order may be returned to the Vendor or fulfilment centre. A re-delivery fee may apply at the Customer's expense.

6.6 Pick-Up Points (if applicable)

Suburban may, from time to time, designate specific **collection points or lockers** for self-pickup of orders. Where this option is selected:

- The Customer will receive pickup instructions and a reference number;
- The order must be collected within **5 calendar days** of notification, failing which it may be returned or cancelled.

6.7 Delivery Inspection and Acceptance

(a) Upon delivery, Customers are required to inspect the Product(s) for:

- Physical damage;
- Wrong items;
- Missing parts or accessories.

(b) Any discrepancies or issues must be reported within **24 hours of delivery** through our official Customer Support channels. Failure to do so shall constitute deemed acceptance of the Product in its delivered condition.

6.8 Risk and Title

(a) **Risk of loss or damage** to the Product passes to the Customer upon delivery to the specified

address or upon pickup by the Customer (as applicable).

(b) **Title to the Product** passes upon full payment and delivery, except where the Vendor has expressly retained title under a separate agreement.

6.9 Force Majeure and Non-Delivery

Suburban shall not be liable for any delay or failure in delivery caused by events beyond our reasonable control, including but not limited to:

- Acts of God;
- Public unrest or government restrictions;
- Transport disruption;
- Courier failure;
- Pandemic or national emergency.

6.10 Contact for Delivery Issues

If your order has not been delivered within the expected timeframe or has been delivered incorrectly, please contact **Suburban Customer Support** at:

- Email: info@suburbancart.ke
- Phone: +254723712473

7. Returns, Refunds & Cancellations

7.1 Policy Overview

Suburban Cart is committed to ensuring customer satisfaction and upholding consumer protection rights in accordance with applicable law, including the **Consumer Protection Act, 2012 (Kenya)**. Customers may be entitled to return Products, request an exchange, or obtain a refund under certain conditions, subject to the terms set out in our **Returns, Exchanges and Refund Policy** (“Returns Policy”).

7.2 Governing Document

The detailed procedures, timelines, eligibility conditions, and exclusions applicable to all returns, exchanges, and refunds are governed exclusively by the **Returns, Exchanges and Refund Policy**, available on the Platform at: (hyperlink)

7.3 Key Provisions (Summary)

Without limiting the full scope of the Returns Policy, Customers should note the following general principles:

- Returns must be requested within a specified return window (typically **7 calendar days**) from the date of delivery;
- Products must be unused, in original packaging, and accompanied by valid proof of purchase;
- Certain Products are **non-returnable** (e.g., perishable items, personal hygiene goods, customized items, and digital content);
- Refunds are processed to the original payment method or as store credit, within a specified processing period;

- Suburban reserves the right to inspect returned goods and reject returns that do not meet the prescribed conditions.

7.4 How to Initiate a Return or Exchange

All requests for returns, exchanges, or refunds must be submitted through the **official Suburban Customer Support channels** or via the **Returns Center** available on your Account dashboard. Customers must follow the procedure outlined in the Returns Policy to avoid delays or ineligibility.

7.5 Vendor-Specific Return Terms

Where Products are sold by third-party Vendors, the applicable return terms may be subject to the Vendor's individual policies, provided they meet the **minimum return standards** established by Suburban. Suburban shall, however, act as the point of contact for all such claims to ensure uniform customer experience.

7.6 Return Shipping and Costs

Unless stated otherwise in the Returns Policy:

- Return shipping costs may be borne by the Customer unless the return is due to an error by the Vendor or Suburban (e.g., wrong item, damaged on arrival);
- Suburban may offer free return pick-up in select locations or instruct Customers to return items to designated drop-off points.

7.7 Legal Remedies Unaffected

This Clause does not limit or exclude any statutory remedies available to Customers under Kenyan law for defective goods, misrepresentation, or breach of contract.

8. Customer Responsibilities, User Conduct and Platform Use

8.1 General Responsibilities of Customers

By using the Suburban Cart Platform, you agree to:

- Use the Platform only for lawful and legitimate purposes;
- Provide accurate, current, and complete information during registration, ordering, and communication;
- Promptly update your account and contact details when they change;
- Abide by these Terms and any supplemental policies, including the Privacy Policy and Returns Policy;
- Ensure that your login credentials are kept confidential and not shared with third parties.
- You are fully responsible for all activities conducted under your Account.

8.2 Prohibited Conduct

You shall not, directly or indirectly, engage in any of the following activities while using the Platform:

(a) Fraudulent or Deceptive Behaviour:

- Providing false or misleading information;

- Misrepresenting identity or impersonating any individual or entity;
- Initiating orders with no intention to complete payment or receipt.

(b) Platform Abuse or Interference:

- Accessing or attempting to access restricted areas of the Platform without authorization;
- Interfering with or disrupting the functionality, integrity, or performance of the Platform, its servers, or networks;
- Introducing viruses, malware, bots, scrapers, or any automated systems intended to extract data or manipulate activity.

(c) Misuse of Content or Intellectual Property:

- Copying, reproducing, or distributing Platform content (including product listings, images, reviews, and software) without written consent from Suburban or the rightful owner;
- Using Suburban's trademarks, branding, or proprietary material in a manner that causes confusion or misrepresentation.

(d) Inappropriate Communications or Harassment:

- Posting or transmitting offensive, defamatory, obscene, or abusive content in product reviews, chat forums, or messaging tools;
- Threatening, harassing, or abusing Suburban staff, Vendors, or other users;
- Engaging in hate speech, discriminatory remarks, or incitement to violence.

(e) Manipulative or Unethical Buying Practices:

- Placing fake orders to inflate product statistics or harass Vendors;
- Attempting to extort refunds through false claims;
- Coordinating group behaviour to unfairly influence product ratings or reviews.

8.3 User-Generated Content

(a) Customers may be permitted to post reviews, ratings, feedback, or other content on the Platform.

(b) By posting such content, you:

- Warrant that the content is truthful, non-defamatory, and does not infringe on third-party rights;
- Grant Suburban a non-exclusive, royalty-free, perpetual, and worldwide licence to use, reproduce, and display such content for commercial and promotional purposes;
- Acknowledge that Suburban reserves the right to moderate, edit, or remove any user-generated content at its sole discretion and without obligation to provide notice.

8.4 Monitoring and Enforcement

Suburban reserves the right, without prior notice, to:

- Monitor all activity and content on the Platform to ensure compliance with these Terms;
- Investigate any suspected breach of these Terms, whether reported or discovered;
- Suspend, restrict, or terminate any Account found to be in breach of these provisions;
- Take appropriate legal action, including but not limited to referral to law enforcement, claim for damages, or seeking injunctive relief.

8.5 Reporting Abuse

If you believe another user or Vendor is violating these Terms, misusing the Platform, or engaging in unlawful conduct, you may file a report with Suburban through:

 suburbancart@gmail.com

 +25423712473

All reports will be handled with confidentiality and in accordance with Suburban's internal enforcement procedures.

8.6 Platform Access Restrictions

Suburban reserves the right to temporarily or permanently restrict access to certain features or the entire Platform in cases of:

- Security risk;
- Technical maintenance;
- Account abuse or policy violations.

Such restrictions may be applied without prior notice in the interest of safeguarding the Platform and its users.

9. Privacy & Data Protection

Your use of Suburban is also governed by our separate **Privacy Policy**, which explains how we collect, use, disclose, and store personal data in compliance with the Data Protection Act, 2019 (Kenya). However some of the privacy policies that suburban holds are as herein below:-

9.1 Compliance with Data Protection Law

Suburban Cart is committed to protecting the privacy and personal data of its users in accordance with the Data Protection Act, 2019 (Kenya), relevant subsidiary legislation, and international data protection principles. We shall only collect, process, store, and disclose personal data in a lawful, transparent, and accountable manner.

9.2 Collection of Personal Data

(a) Suburban may collect personal data from you when you:

- Register or update your Account;
- Place an order or make a payment;
- Subscribe to marketing communications;
- Contact Customer Support;

- Interact with the Platform, including cookies and analytics tools.

(b) The categories of data collected may include:

- Full name and contact details;
- Delivery and billing addresses;
- Payment details (collected via third-party processors);
- Device information, browsing behaviour, and usage logs;
- Any communications, reviews, or complaints submitted via the Platform.

9.3 Use of Personal Data

Your personal data will only be used for lawful purposes, including to:

- Create and manage your Account;
- Process orders and facilitate deliveries;
- Communicate with you about your orders or issues raised;
- Improve Platform functionality, user experience, and security;
- Send promotional materials (only with your consent);
- Comply with legal or regulatory obligations.

9.4 Disclosure of Data

We may disclose your personal data to third parties strictly on a need-to-know basis, including:

- Delivery service providers for fulfilment purposes;
- Payment processors for secure transaction handling;
- Suburban-affiliated vendors for customer service or warranty purposes;
- Legal or regulatory authorities where disclosure is required by law or court order.

All third-party processors are required to comply with data protection obligations consistent with our own.

9.5 Consent and Legal Basis for Processing

By using the Platform, you consent to the collection, use, and disclosure of your data as described in these Terms and the Suburban Privacy Policy. Where required by law, we will seek your explicit consent prior to processing certain types of data (e.g., marketing communications).

Suburban also relies on other lawful bases for processing, including:

- Performance of a contract (e.g., fulfilling your order);
- Legal obligation (e.g., tax compliance);
- Legitimate interests (e.g., fraud prevention, service improvement).

9.6 Data Security Measures

Suburban implements reasonable and appropriate technical and organisational measures to secure your personal data from unauthorised access, alteration, disclosure, or destruction. These include:

- SSL encryption of user data;
- Firewalls and access controls;
- Regular audits and data minimisation policies.

However, no system is entirely immune from breaches, and you acknowledge this residual risk when using online services.

9.7 Retention of Data

Your personal data will be retained only for as long as necessary to:

- Fulfil the purpose for which it was collected;
- Comply with applicable laws (e.g., tax, record-keeping);
- Defend or establish legal claims.
- Once no longer required, your data will be securely deleted or anonymised.

9.8 Your Rights

Subject to the Data Protection Act and applicable regulations, you have the right to:

- Access the personal data we hold about you;
- Request correction of inaccurate or incomplete data;
- Request deletion of your data (subject to legal retention obligations);
- Object to processing for direct marketing;
- Withdraw consent at any time, without affecting the lawfulness of prior processing.

Requests may be submitted to:

 suburbancart@gmail.com

Suburban will respond to all verified data subject requests within the statutory period.

9.9 Cookies and Tracking Technologies

The Platform uses cookies and similar technologies to:

- Enhance site functionality;
- Track user preferences and browsing patterns;
- Facilitate advertising and analytics.

You may manage your cookie preferences through your browser settings.

9.10 Changes to Privacy Terms

Suburban reserves the right to amend this clause or the full Privacy Policy from time to time. Any changes will be communicated via email or posted on the Platform. Continued use of the Platform after such changes constitutes your acceptance of the revised terms.

10. Intellectual Property

10.1 Ownership of Platform Content

Unless otherwise stated, all intellectual property rights in and to the Suburban Cart Platform and its contents are the sole property of Suburban Cart Limited or its licensors. These rights include, without limitation:

- Trademarks and trade names (e.g., “Suburban”, “Suburban Cart”);
- Logos, slogans, and branding elements;
- Website layout, designs, and graphics;
- Source code, software, and back-end technologies;
- Product data, catalogues, and system architecture;
- Content such as images, text, videos, banners, and promotional materials.

These materials are protected under applicable Kenyan intellectual property laws, including the Copyright Act (Cap. 130) and Trade Marks Act (Cap. 506), and under international treaties to which Kenya is a signatory.

10.2 Limited Licence to Customers

Subject to your compliance with these Terms, Suburban grants you a limited, non-exclusive, non-transferable, revocable licence to:

- Access and use the Platform solely for your personal, non-commercial shopping purposes;
- View, download, or print content made available to you for informational or transactional use only.
- You may not, without prior written consent from Suburban:
- Copy, modify, adapt, reproduce, transmit, display, publish, or distribute any part of the Platform content;
- Use automated tools (e.g., bots, scrapers, crawlers) to extract data or interfere with system functionality;
- Create derivative works from or commercially exploit any materials from the Platform;
- Use Suburban’s branding or proprietary assets in a manner that misrepresents endorsement or affiliation.

10.3 Vendor Content and Trademarks

Suburban may host Product listings, brand names, images, and other materials submitted by third-party Vendors. Such Vendor content remains the intellectual property of the respective owners or licensors.

- By uploading or submitting any content to the Platform, Vendors represent and warrant that:
- They have all necessary rights to use and display the content;
- The content does not infringe any third-party rights, including copyright, trademark, design, or privacy rights.
- Suburban reserves the right to remove or disable access to any Vendor content alleged or found to infringe intellectual property rights.

10.4 User-Generated Content

Where Customers are permitted to post content (e.g., reviews, comments, ratings):

- You retain ownership of such content;
- Suburban is not obligated to monitor or moderate such content but may remove it where it violates these Terms or applicable law.
- **You grant Suburban a non-exclusive, royalty-free, worldwide, perpetual licence to use, reproduce, publish, translate, distribute, and display that content on the Platform or affiliated media, for promotional or commercial purposes;**

10.5 Intellectual Property Infringement Claims

If you believe that any content on the Platform infringes your intellectual property rights, you may submit a written notice to our Designated IP Officer at, suburbancart@gmail.com; Suburban Cart Limited – Legal Compliance Unit. The notice must include:

- A description of the allegedly infringing content;
- Proof of ownership or authorisation;
- Your full legal name and contact details;

A signed declaration under penalty of perjury affirming the accuracy of the information provided.

Suburban will review all IP infringement claims promptly and take appropriate action, including takedown, Vendor notification, and legal referral if necessary.

10.6 No Transfer of Rights

Nothing in these Terms transfers or assigns any intellectual property rights to you or any third party. All rights not expressly granted under these Terms are reserved.

11. Disclaimers and Limitation of Liability

11.1 General Disclaimer

(a) The Suburban Cart Platform, including all information, content, Products, software, and services made available through it, is provided on an “as is” and “as available” basis, without warranties of any kind, whether express, implied, or statutory.

(b) To the fullest extent permitted by law, Suburban disclaims all warranties, including but not limited to:

Implied warranties of merchantability, fitness for a particular purpose, and non-infringement;

Warranties arising from course of dealing or usage of trade;

Guarantees as to availability, uninterrupted access, or error-free operation of the Platform.

(c) While Suburban endeavours to ensure the accuracy of product listings, descriptions, pricing, and Vendor profiles, no warranty is made as to the completeness, accuracy, reliability, or timeliness of any content posted on the Platform.

11.2 Vendor and Third-Party Content Disclaimer

(a) Suburban is a digital marketplace platform and does not manufacture or directly control all Products offered. Products listed by third-party Vendors are sold under their own representations and responsibilities.

(b) Suburban does not endorse or warrant:

The quality, safety, legality, or suitability of any Product offered by a Vendor;

The Vendor's capacity to deliver, meet expectations, or honour warranties;

The accuracy or reliability of customer reviews or third-party opinions shared on the Platform.

(c) All claims, disputes, or remedies related to third-party Products are subject to the Vendor's own warranties and policies, except as otherwise provided in the applicable laws or Suburban's own policies.

11.3 Exclusion of Liability

To the extent permitted under Kenyan law, Suburban shall not be liable to you or any third party for any direct, indirect, incidental, consequential, special, or exemplary damages, including but not limited to:

- Loss of profits, revenue, goodwill, or business opportunities;
- Business interruption or downtime;
- Loss or corruption of data or unauthorised access to personal information;
- Personal injury or property damage arising from the use of a Product obtained through the Platform;
- Damages arising from delays, delivery failures, system outages, or cyber incidents.

This applies regardless of the legal basis of the claim, including contract, tort, negligence, or strict liability.

11.4 Cap on Liability

In any event, Suburban's total liability to you in connection with any Product, service, or use of the Platform shall be limited to the total amount paid by you for the specific Product giving rise to the claim.

Where no purchase was made, Suburban's liability shall not exceed **Kenya Shillings Ten Thousand (KES 10,000).**

11.5 Customer Indemnity

You agree to indemnify and hold harmless Suburban, its directors, employees, agents, affiliates, and service providers from and against any loss, liability, claim, or expense (including legal fees) arising from:

- Your use of or access to the Platform;
- Your breach of these Terms or applicable law;
- Any content you submit or share on the Platform;
- Your violation of any third-party rights, including intellectual property or privacy rights.

11.6 Consumer Rights Unaffected

Nothing in this Clause shall exclude or limit:

- Any statutory warranties or remedies available to consumers under the Consumer Protection Act, 2012 (Kenya) or any other applicable consumer legislation;
- Liability for death or personal injury caused by gross negligence or wilful misconduct;
- Any liability which cannot be lawfully excluded under Kenyan law.

12. Indemnification

12.1 Customer's Obligation to Indemnify

You agree to indemnify, defend and hold harmless Suburban Cart Limited, its affiliates, directors, officers, employees, agents, licensors, and service providers (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, liabilities, losses, damages, judgments, penalties, interest, costs, or expenses (including reasonable legal and professional fees) arising out of or related to:

- (a) Your access to, use of, or conduct on the Platform;
- (b) Your breach or violation of any provision of these Terms and Conditions or any other applicable policy (including the Returns Policy, Privacy Policy, or Vendor Terms);
- (c) Any content or information submitted, posted, or transmitted by you, including but not limited to customer reviews, product feedback, or third-party communications initiated through the Platform;
- (d) Your infringement or alleged infringement of any third-party rights, including but not limited to intellectual property, confidentiality, privacy, or data protection rights;
- (e) Any negligent, fraudulent, unlawful, or malicious act or omission by you or any person accessing the Platform using your account credentials;
- (f) Disputes arising out of your dealings with Vendors, including product quality, warranties, delivery, or returns.

12.2 Vendor-Specific Indemnity (Where Applicable)

Where you are accessing the Platform as a registered Vendor, this indemnity shall also extend to:

- (a) Claims arising from the sale or listing of defective, counterfeit, prohibited, or misrepresented goods or services;
- (b) Violation of any consumer protection, advertising, import/export, or taxation laws;

- (c) Failure to fulfil orders or honour warranties;
- (d) Disputes with Customers, regulators, or payment processors caused by your conduct.

12.3 Indemnification Procedure

- (a) Suburban reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. In such a case, you agree to cooperate fully with Suburban's defence, including furnishing all relevant documents and evidence.
- (b) You shall not settle any matter or admit liability on behalf of Suburban without prior written consent from an authorised Suburban legal officer.
- (c) This indemnity obligation shall survive termination or suspension of your Account or access to the Platform.

13. Force Majeure

13.1 Events Constituting Force Majeure

Suburban Cart Limited shall not be held liable for any delay, failure, or interruption in the performance of its obligations under these Terms where such delay or failure results, directly or indirectly, from events beyond its reasonable control ("Force Majeure Events"). These events include, but are not limited to:

- Acts of God (e.g., floods, earthquakes, storms, fires, pandemics);
- War, terrorism, civil unrest, riots, or sabotage;
- Labour disputes, strikes, or industrial actions (whether or not involving Suburban personnel);
- Government actions, embargoes, blockades, or changes in law or regulation;
- National or regional internet or communication outages;
- Disruption or failure of utility services (e.g., electricity, internet, water);
- Breakdown or delay in logistics, courier, or supply chain operations;
- Epidemics, pandemics, or public health emergencies (including official lockdowns or quarantines);
- Cyberattacks, system outages, ransomware, or denial-of-service attacks.

13.2 Effect of Force Majeure

(a) Where a Force Majeure Event occurs, Suburban's obligations affected by the event shall be suspended for the duration of the event, without any liability for damages, penalties, or costs arising from non-performance.

(b) Suburban shall use reasonable efforts to:

- Notify affected Customers or Vendors of the existence and impact of the Force Majeure Event;
- Resume full performance as soon as reasonably practicable after the event ceases.

(c) Where performance remains impossible or commercially impracticable for a continuous period exceeding thirty (30) calendar days, Suburban reserves the right to:

- Cancel the affected order or suspend services without penalty; or
- Terminate the affected portion of the agreement upon written notice to the Customer or Vendor.

13.3 No Waiver of Payment Obligations

Unless otherwise agreed in writing, Force Majeure shall not excuse or delay the Customer's obligation to make payments for orders already fulfilled or services already rendered prior to the occurrence of the event.

13.4 Mitigation Obligation

Each party affected by a Force Majeure Event shall use commercially reasonable efforts to mitigate the effect of the event and resume performance of its obligations as soon as possible.

14. Modification of Terms

We may update these Terms at our discretion. All changes will be posted with a revised "Last Updated" date. Continued use after changes indicates acceptance.

14.1 Right to Modify

Suburban Cart Limited reserves the right, at its sole discretion, to amend, revise, update, or replace these Terms and Conditions, including any linked policies (such as the Returns Policy or Privacy Policy), at any time and for any reason, including but not limited to:

- Changes in the law or regulatory environment;
- Introduction of new features, products, or services;
- Business or operational considerations;

- Enhancing user experience or security.

14.2 Notice of Changes

(a) Where material changes are made to these Terms, Suburban shall use reasonable efforts to notify users by one or more of the following means:

- Posting the updated Terms on the Platform with a revised effective date;
- Sending an email notification to registered users;
- Publishing an in-app or on-site banner or alert.

(b) It is your responsibility to review these Terms periodically to remain informed of any changes. The current version will always be accessible on the Platform.

14.3 Effective Date of Modifications

(a) All modifications shall become effective:

- Immediately upon posting, in the case of non-material changes or changes mandated by law; or

- On the date specified in the notice, where material changes are involved.

(b) Continued use of the Platform after the effective date of any modifications shall constitute your binding acceptance of the updated Terms.

14.4 Right to Decline Modified Terms

If you do not agree to the modified Terms, you must discontinue use of the Platform and may request deactivation of your account by contacting Customer Support at:

 suburbancart@gmail.com

 +254723712473

Suburban shall not be liable for any loss or inconvenience arising from your refusal to accept the modified Terms.

15. Governing Law & Dispute Resolution

15.1 Governing Law

These Terms and Conditions, and any dispute arising out of or in connection with your use of the Suburban Cart Platform, including all related transactions, shall be governed by and construed in accordance with the laws of the Republic of Kenya, without regard to conflict of law principles.

15.2 Jurisdiction

Subject to Clause 15.4 below, any dispute, controversy, or claim arising out of or relating to these Terms, the Platform, or any transaction conducted through it, shall be subject to the exclusive jurisdiction of the courts of Kenya, and the parties hereby irrevocably submit to the authority of such courts.

15.3 Amicable Resolution

Before initiating legal proceedings, the parties shall, in good faith, attempt to resolve any dispute, claim, or disagreement through amicable negotiations. A party must notify the other in writing of the dispute and both parties shall meet (virtually or physically) within seven (7) days of such notice to attempt resolution.

If no resolution is reached within fourteen (14) days, either party may escalate the dispute in accordance with Clause 15.4 below.

15.4 Alternative Dispute Resolution (ADR)

Where a dispute is not resolved amicably, the parties agree to refer the matter to mediation or arbitration before resorting to court, as follows:

- (a) Mediation: The parties shall first refer the dispute to a qualified mediator accredited by the Chartered Institute of Arbitrators – Kenya Branch or any other mutually agreed ADR institution.

(b) Arbitration: If mediation fails, the dispute shall be referred to arbitration in Nairobi, conducted by a single arbitrator appointed in accordance with the Arbitration Act (No. 4 of 1995). The arbitral award shall be final and binding.

15.5 Interim Relief

Nothing in this clause shall prevent either party from seeking urgent interim or injunctive relief from a court of competent jurisdiction, where such relief is necessary to preserve rights, prevent loss, or maintain the status quo pending full resolution.

15.6 Language and Venue

All proceedings under this clause shall be conducted in the English language, and unless otherwise agreed, the physical or virtual venue shall be deemed to be Nairobi, Kenya.

16. Miscellaneous Provisions

16.1 Entire Agreement

These Terms and Conditions, together with all incorporated policies (including but not limited to the Privacy Policy, Returns, Exchanges and Refund Policy, Cookie Policy, and any applicable Vendor Agreements), constitute the entire agreement between you and Suburban Cart Limited with respect to the use of the Platform and supersede all prior communications, representations, or understandings, whether oral or written.

16.2 No Agency

Nothing in these Terms shall be construed to create a partnership, joint venture, employment, or agency relationship between you and Suburban. You agree that you do not have authority to bind Suburban in any manner unless expressly permitted in writing.

16.3 Assignment

You may not assign, transfer, or novate your rights or obligations under these Terms without the prior written consent of Suburban. Suburban may assign or delegate its rights and obligations to an affiliate or successor entity without notice to you.

16.4 Waiver

Failure by Suburban to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless expressly stated in writing. Any waiver shall not constitute a waiver of any subsequent breach.

16.5 Severability

If any provision of these Terms is held to be unlawful, void, or unenforceable, such provision shall be severed and shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

16.6 Survival of Clauses

Any provisions of these Terms that by their nature should survive termination (including but not limited to intellectual property, disclaimers, limitations of liability, indemnities, and dispute resolution clauses) shall remain in effect notwithstanding termination of your access to the Platform.

16.7 Electronic Communications and Notices

You consent to receiving all notices, agreements, and communications from Suburban in electronic form. Notices shall be deemed to have been duly given when:

- Posted on the Platform;
- Sent to your registered email address; or
- Delivered through in-platform messaging systems.

17. Contact Information

For any questions, complaints, or legal correspondence relating to these Terms or your use of the Platform, please contact:

Suburban Cart Limited

Karen Professional Centre,
2nd Floor, Right Wing,

 Email : suburbancart@gmail.com

 Phone: +254723712473