

CONTLANT LIMITED

ScopeSpace Terms of Service

International terms for the ScopeSpace business software platform

Effective date	21 September 2026
Provider	Contlant Limited
Platform	ScopeSpace
Service reach	International
Contact	privacy@contlant.com +254 780 074 521
Version	V1
Company number	PVT-DLUP8X5A
Registered address	Muthithi Road, Westlands, Nairobi, Kenya

Contlant Limited is incorporated in Kenya and makes ScopeSpace available to organisations and authorised users in multiple countries. These Terms use Kenyan law as the contractual default while preserving mandatory protections that apply in a user's location.

Important notice

These Terms of Service (the "Terms") are a legal agreement. By creating an account, accepting an Order, clicking to accept these Terms, or accessing or using a Service, the person accepting confirms that they have read and agreed to the Terms and, where applicable, have authority to bind the Customer.

ScopeSpace is designed primarily for organisations, employers, professionals and other business users. It provides software tools and information, not legal, tax, accounting, employment, investment or other regulated professional advice. Customers remain responsible for the decisions they make, the accuracy of their source data, and the filings, payments, notices, records and approvals required by law.

If you do not agree to these Terms, do not create an account or use a Service. If an Order or other written agreement signed by Contlant applies to the same Service, the order-of-precedence clause in section 28 determines which provision controls.

Contract at a glance

Topic	Default position
Contracting party	Contlant Limited, a company incorporated in Kenya.
Customer	The person or organisation identified in the account, checkout or Order.
Services	ScopeSpace and subscribed products, including ScopePayroll, ScopeBooks, ScopeTax, ScopeStock and ScopeAppointments.
Use	Business and professional use, subject to plan, jurisdiction and product availability.
Subscriptions	Renew for the period shown at checkout or in the Order until cancelled, unless the Order says otherwise.
Customer data	Owned or controlled by the Customer; processed by Contlant only as needed to provide, protect and improve the Services and as otherwise agreed.
Outputs	Must be reviewed by the Customer; ScopeSpace does not replace professional advice or the Customer's legal obligations.
Governing law	Kenyan law, with mandatory local rights preserved.

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1 Agreement and acceptance

1.1 Parties

These Terms are between Contlant Limited ("Contlant", "we", "us" or "our") and the Customer. "Customer" means the organisation or person identified in an account registration, checkout, Order or other accepted purchasing document. If you access a Service for a Customer, references to "you" include you as an Authorised User and the Customer where the context requires.

1.2 How the agreement is formed

The agreement is formed when the Customer first accepts an Order or these Terms, creates an account, or uses a Service, whichever occurs first. Electronic acceptance, records and communications may be used to form and evidence the agreement to the extent permitted by law.

1.3 Business-first terms and mandatory rights

These Terms are written for business and professional use. If a Customer or user qualifies as a consumer under a law that cannot validly be excluded, these Terms apply only to the extent consistent with that law. Nothing in these Terms excludes, restricts or modifies a right, remedy, guarantee or liability where doing so is prohibited.

2 Definitions

Term	Meaning
Administrator	An Authorised User permitted by the Customer to manage the Customer's account, users, settings, subscriptions or integrations.
Authorised User	An employee, worker, contractor, adviser or other individual whom the Customer permits to access a Service under its account.
Customer Data	Data, content, records, instructions and materials submitted to, generated within, or transmitted through a Service by or for the Customer, excluding Contlant technology and Usage Data.
Documentation	User guides, help content and technical or product documentation made available by Contlant for a Service.
Order	An order form, checkout, proposal, statement of work or other purchasing document accepted by the Customer and Contlant.
Service	A subscribed, trial or free ScopeSpace product, feature, website, application, API, integration or related support supplied by Contlant.
Subscription Term	The period for which the Customer is entitled to use a paid Service, including any renewal period.
Usage Data	Technical, diagnostic, security and statistical data about the operation and use of the Services that does not identify Customer Data content except as needed to protect or operate the Services.

3 Eligibility, authority and intended use

You must be at least 18 years old, legally capable of entering a binding agreement, and permitted to use the Services under applicable law. If you accept for an organisation, you represent that you have authority to bind it. If you do not have that authority, you may not accept or use the Services for that organisation.

The Customer may use the Services only for its internal business or professional purposes and for entities it is authorised to administer. A Customer may not provide bureau, outsourcing, timesharing, white-label or resale services using ScopeSpace unless an Order or partner agreement expressly permits that use.

A Service or statutory feature may be configured for particular countries, currencies or legal systems. Access from a country does not mean every feature is designed for that country's laws. The Customer must confirm that the selected configuration is appropriate for its activities and users.

4 Accounts, administrators and authorised users

4.1 Registration and account information

The Customer must provide accurate, complete and current registration, billing and contact information. Accounts may not be created using false identities or without the permission of the person or organisation represented.

4.2 Credentials and access

Each user must keep credentials confidential, use reasonable security practices and promptly report suspected compromise. Credentials may not be shared unless the Service expressly supports a shared role. The Customer is responsible for selecting Administrators, assigning appropriate permissions, removing access promptly, and all activity carried out through its account except to the extent caused by Contlant's breach of these Terms.

4.3 Administrator authority

An Administrator may access and manage Customer Data, users, subscriptions, integrations and settings. The Customer authorises Contlant to act on instructions that reasonably appear to come from an Administrator. Internal disputes about account control are the Customer's responsibility, though Contlant may request evidence of authority or temporarily restrict changes while a dispute is assessed.

5 The Services

ScopeSpace is a modular business platform. Depending on the Customer's plan, country configuration and Order, Services may include:

- ScopePayroll for payroll records, calculations, payslips, employee information and related workflows;
- ScopeBooks for bookkeeping, financial records, invoicing, reporting and related workflows;
- ScopeTax for tax calculations, records, reminders and preparation workflows;
- ScopeStock for inventory, product, supplier and stock-management workflows;
- ScopeAppointments for scheduling, availability, reminders and calendar-connected workflows; and
- workspace administration, billing, reporting, communications, integrations, APIs and other supporting features.

The specific Service, features, limits, implementation commitments, support level and Subscription Term are those described in the applicable Order or checkout. Features not included in the Customer's plan are not part of the purchased Service.

6 Trials, previews and free tools

Contlant may offer free plans, calculators, demonstrations, trials, pilot features, previews or beta services. Unless an Order says otherwise, they may be changed or withdrawn at any time, are provided for evaluation or convenience, and may have reduced support, security, functionality, availability or retention. Production or sensitive data should not be placed in a preview or beta feature unless Contlant confirms it is suitable for that purpose.

A trial may convert to a paid subscription only where the Customer has been clearly informed of the price and renewal basis and has supplied a valid payment method or otherwise agreed to the conversion. The Customer may cancel before conversion in the manner shown in the account or offer.

7 Customer responsibilities

The Customer is responsible for its use of the Services and for its Authorised Users. In particular, the Customer must:

- enter and maintain complete, accurate and lawful source data;
- review configurations, calculations, reports, filings, messages and other outputs before relying on or distributing them;
- obtain required consents, give required notices and establish a lawful basis for Customer Data, including employee, contractor, client, supplier and appointment data;
- comply with employment, payroll, tax, accounting, corporate, consumer, privacy, records-management and sector-specific laws that apply to it;
- maintain independent records, approvals and backups appropriate to its risk and legal obligations;
- ensure instructions given to Contlant are lawful and do not infringe another person's rights; and
- use appropriately qualified advisers where professional judgement or regulated advice is required.

Contlant is not responsible for errors or losses caused by inaccurate, incomplete, late or unauthorised Customer Data or instructions, or by the Customer's failure to review an output, except to the extent directly caused by Contlant's breach of the agreement.

8 Payroll, tax, accounting and operational outputs

8.1 Tools, not professional advice

The Services may calculate, organise, display or suggest information relating to payroll, taxes, accounting, inventory, employment and appointments. Those outputs are informational tools and do not constitute legal, tax, accounting, audit, employment, investment or other professional advice. Rules, rates, interpretations and individual circumstances can change.

8.2 Customer review and authority submissions

The Customer must validate outputs and remains responsible for wages, deductions, contributions, invoices, tax returns, payments, notices, records and deadlines. Unless an Order expressly states otherwise, Contlant does not act as employer, payroll agent, tax agent, accountant, auditor, trustee, fiduciary or filing representative and does not submit filings or remit money to employees, revenue authorities or other bodies on the Customer's behalf.

8.3 Jurisdiction-specific content

Country-specific templates, rates or guidance are based on information reasonably available when implemented and may not cover every exception. Contlant may update them, but the Customer must verify the current law and its particular treatment. Historical reports may reflect the configuration and data in effect when generated.

9 Orders, subscriptions, fees and taxes

9.1 Orders

An Order states the Services purchased, fees, currency, billing interval, usage limits, Subscription Term and any negotiated terms. Usage beyond included limits may be restricted or charged at the rates disclosed in the Order, checkout or account.

9.2 Billing and payment authorisation

Fees are due as stated in the Order or checkout. The Customer authorises Contlant and its payment provider, including Paystack where offered, to charge the selected payment method for amounts due. The Customer must keep billing details current and promptly notify Contlant of a disputed charge. Payment-provider services are also subject to the provider's terms.

9.3 Renewal and cancellation

Unless the Order says otherwise, a paid subscription automatically renews for a period equal to the expiring Subscription Term until the Customer cancels through the account controls or by giving notice before the renewal date. Cancellation takes effect at the end of the then-current paid period. The Customer remains responsible for charges incurred before cancellation.

9.4 Prices, taxes and refunds

Contlant may change prices for a future renewal by giving reasonable advance notice. Fees exclude taxes, levies and duties unless stated otherwise. The Customer is responsible for applicable taxes other than taxes on Contlant's net income. Paid fees are non-refundable except where the Order expressly provides a refund, Contlant terminates without cause before the end of a prepaid period, or applicable law requires otherwise.

9.5 Late payment

If an undisputed amount is overdue, Contlant may restrict or suspend paid features after giving reasonable notice and an opportunity to cure, unless urgent action is reasonably required. The Customer must reimburse reasonable recovery costs to the extent permitted by law. Contlant will not suspend for a disputed amount while the Customer is cooperating in good faith to resolve it.

10 Product limits and changes

Plans may limit users, entities, employees, transactions, storage, integrations, messages, API calls or other usage. The Customer must not circumvent a limit. Contlant may modify the Services to improve performance, security, usability or legal compliance, and may replace or discontinue a feature. For a material reduction to the core functionality of a paid Service during a current Subscription Term, Contlant will give reasonable notice where practicable and, if no reasonable substitute is provided, allow the Customer to terminate the affected Service and receive a pro-rata refund of prepaid unused fees. This remedy does not apply to changes required by law or a third-party provider, or to free, trial, preview or beta features.

11 Customer Data and privacy

11.1 Ownership and limited licence

As between the parties, the Customer retains its rights in Customer Data. The Customer grants Contlant and its subprocessors a non-exclusive, worldwide, limited licence to host, copy, transmit, display, modify and otherwise

process Customer Data only as reasonably necessary to provide, secure, support and improve the Services, comply with law, and perform the agreement.

11.2 Customer instructions and legal basis

The Customer represents that it has all rights, notices, consents and other lawful bases needed for Contlant to process Customer Data under the agreement. Where Contlant processes personal data for the Customer, the Customer acts as controller or equivalent decision-maker and Contlant acts as processor or service provider, except where Contlant independently determines purposes described in the ScopeSpace Privacy Policy.

11.3 Privacy documents and international transfers

The ScopeSpace Privacy Policy explains Contlant's handling of personal data. If a data processing agreement is required by applicable law or agreed in an Order, it forms part of the agreement. Contlant may process Customer Data in countries other than the Customer's country, subject to appropriate contractual, organisational and technical safeguards required by applicable law.

11.4 Usage Data

Contlant may collect and use Usage Data to operate, secure, troubleshoot, analyse and improve the Services and to produce aggregated statistics. Contlant will not use aggregated or de-identified information to identify the Customer or an individual, and will not attempt to re-identify information that has been properly de-identified.

12 Security and confidentiality

12.1 Security

Contlant will maintain reasonable and proportionate technical and organisational safeguards designed to protect Customer Data against unauthorised access, use, alteration, loss or disclosure. These may include tenant separation, role-based access, secure session controls, encryption in transit and protected integration credentials. No system is completely secure, and the Customer remains responsible for endpoint security, access management and safe user practices.

12.2 Confidential information

Each party may receive non-public business, technical, financial or security information that a reasonable person would understand to be confidential. The receiving party will use it only to perform or exercise rights under the agreement, protect it with at least reasonable care, and disclose it only to personnel, advisers and contractors who need it and are bound by appropriate duties.

Confidential information does not include information that the receiving party can show was lawfully known without restriction, becomes public without breach, is received lawfully from another source, or is independently developed without using the disclosing party's information. A required legal disclosure is permitted if the receiving party gives advance notice where lawful and reasonably assists with protective measures.

13 Third-party services and integrations

The Services may interoperate with payment, calendar, email, messaging, identity, hosting, storage or other third-party services. Examples may include Paystack, Google Calendar, Microsoft Outlook or Microsoft 365 Calendar, and Apple iCloud Calendar. The Customer chooses whether to connect an optional integration and authorises Contlant to exchange the data and use the permissions shown during connection.

Third-party services are controlled by their providers and subject to their own terms and privacy practices. Contlant does not warrant their availability, security or continued compatibility. A provider may change or withdraw access,

which may impair an integration. The Customer may disconnect an integration, but information already copied into ScopeSpace may remain subject to the Customer's retention settings and the agreement.

14 Assisted and AI-enabled features

A Service may include optional automation, predictive, generative, recommendation or other assisted features, including features described as AI-enabled. Unless Contlant expressly agrees otherwise in writing:

- an assisted output is a suggestion or draft and may be incomplete, inaccurate or unsuitable;
- the Customer must review and approve an output before using it for payroll, tax, accounting, employment, financial, legal or other material decisions;
- the feature does not have independent authority to bind the Customer, submit a filing, make a payment, send a final communication or take another external action without the permissions and confirmation presented in the Service;
- the Customer must not use an output as the sole basis for a decision producing legal or similarly significant effects about an individual where prohibited by law; and
- additional feature terms, notices or provider conditions displayed before use also apply.

Contlant will not use Customer Data to train a general-purpose model for the benefit of unrelated customers unless this is clearly disclosed and the Customer has agreed where consent is required. Contlant may use appropriately aggregated or de-identified information as described in section 11.4.

15 Acceptable use

The Customer and its users must not, and must not help another person to:

- use a Service unlawfully, fraudulently, deceptively or to violate another person's rights;
- upload malware, harmful code or content that is unlawful, abusive or materially misleading;
- access another customer, tenant, account or data without authority;
- probe, scan, test or bypass security or authentication except under a written vulnerability-disclosure or testing authorisation;
- interfere with, overload or degrade a Service or third-party system;
- reverse engineer, decompile, copy or derive source code or non-public structure except to the limited extent such restriction is prohibited by law;
- scrape, harvest or use automated means outside documented interfaces in a way that creates unreasonable load or breaches provider terms;
- use ScopeSpace to build or benchmark a competing product, resell access without permission, or remove proprietary notices; or
- use a Service for high-risk activities where failure could reasonably cause death, serious injury or severe physical or environmental harm.

Contlant may investigate suspected misuse and cooperate with lawful authorities. Where reasonably practicable, Contlant will limit an investigation or restriction to the affected account, user, data or feature.

16 Intellectual property and licences

16.1 Contlant technology

Contlant and its licensors own all rights in the Services, software, designs, Documentation, models, methods, branding, improvements and related intellectual property, excluding Customer Data and third-party materials. No rights are granted except those expressly stated.

16.2 Customer licence

During the Subscription Term and subject to the agreement, Contlant grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable right for its Authorised Users to access and use the purchased Services for the permitted purposes. The Customer may reproduce Documentation only as reasonably needed for its internal use.

16.3 Feedback

If the Customer provides ideas or feedback, Contlant may use them without restriction or payment, provided Contlant does not identify the Customer publicly without permission. This does not transfer ownership of Customer Data or confidential information.

17 Support, availability and service changes

Contlant will provide the support commitments stated in the applicable plan or Order. Unless a service level agreement is expressly included, response and resolution times are targets rather than guarantees. Planned maintenance may be announced in advance where practicable.

Contlant aims to keep paid Services available and secure, but does not guarantee uninterrupted or error-free operation. Availability can be affected by maintenance, internet conditions, cyber incidents, Customer systems, third-party providers, legal requirements and events beyond reasonable control. Contlant will use reasonable efforts to restore affected paid Services.

18 Suspension

Contlant may suspend or restrict access where reasonably necessary to address a security threat, unlawful use, material breach, overdue undisputed fees, harm to the Services or another person, a legal requirement, or a third-party provider restriction. Where practicable, Contlant will give notice, explain the general reason, allow a reasonable opportunity to cure and limit the suspension to the affected part. Immediate suspension may occur where delay would materially increase risk or breach law.

Contlant will restore access after the reason for suspension is resolved. Suspension does not relieve the Customer from fees accruing during a period in which the Customer caused or failed to cure the suspension.

19 Term, cancellation and termination

19.1 Term

These Terms begin when accepted and continue while the Customer has an account or active Service. Each paid Service continues for its Subscription Term unless cancelled or terminated under the agreement.

19.2 Termination for cause

Either party may terminate an affected Order or the agreement if the other party materially breaches it and does not cure the breach within 30 days after written notice, or within 10 days for non-payment. Either party may terminate immediately if the other party becomes insolvent, ceases business, or a breach cannot reasonably be cured. Shorter or different periods in an Order control.

19.3 Termination by Contlant

Contlant may discontinue a free Service or terminate a free account on reasonable notice. Contlant may terminate a paid Service without cause on at least 30 days' notice and will refund prepaid fees for the unused portion of the affected Subscription Term.

19.4 Effect of termination

On termination, access rights end and outstanding fees become due. Sections concerning ownership, confidentiality, accrued payment obligations, disclaimers, indemnities, liability, disputes and other provisions intended by their nature to survive will continue.

20 Data export and deletion

During an active subscription, the Customer may export Customer Data using available functions. Following expiry or termination of a paid Service, Contlant will ordinarily keep the account available for export for 30 days unless the Order, law, security conditions or the reason for termination requires a different period. Features may be read-only during that period.

After the export period, Contlant may delete or de-identify Customer Data in accordance with its retention schedule, backups and legal obligations. Deleted data may remain in protected backups until those backups are overwritten in the ordinary course. The Customer should export required records before cancellation and must not rely on Contlant as its only legal archive.

21 Warranties and disclaimers

21.1 Mutual authority

Each party warrants that it has authority to enter the agreement and will comply with laws applicable to its performance.

21.2 Service warranty

Contlant warrants that a paid Service will materially conform to its Documentation during the applicable Subscription Term and that Contlant will provide it with reasonable skill and care. If the Customer reports a reproducible material non-conformity, Contlant will use reasonable efforts to correct it. If correction is not reasonably possible, the Customer may terminate the affected Service and receive a pro-rata refund of prepaid unused fees. This is the Customer's exclusive contractual remedy for breach of this service warranty, without limiting non-excludable legal remedies.

21.3 Disclaimer

Except for the express warranties in the agreement and to the maximum extent permitted by law, the Services are provided "as is" and "as available". Contlant disclaims implied warranties, conditions and representations, including merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, uninterrupted availability and accuracy of results. Contlant does not warrant that a Service will meet every legal or business requirement, or that all defects or threats will be detected or corrected.

22 Indemnities

22.1 Customer indemnity

The Customer will defend Contlant and its personnel against a third-party claim, and pay finally awarded damages and reasonable agreed settlement amounts, arising from Customer Data, the Customer's unlawful or unauthorised use of a Service, or the Customer's breach of section 7 or 15. This obligation does not apply to the extent the claim was caused by Contlant's breach, negligence or wilful misconduct.

22.2 Contlant intellectual-property indemnity

Contlant will defend the Customer against a third-party claim that the Customer's authorised use of a paid Service infringes that third party's patent, copyright or trademark, and will pay finally awarded damages and reasonable agreed settlement amounts. Contlant may modify or replace the affected Service, obtain a continued right of use, or terminate it and refund prepaid unused fees if those remedies are not commercially reasonable.

Contlant has no obligation for claims arising from Customer Data, Customer or third-party modifications, use contrary to the agreement or Documentation, combination with items not supplied by Contlant where the combination causes the claim, or continued use after Contlant provides a non-infringing alternative.

22.3 Process

The indemnified party must promptly notify the indemnifying party, provide reasonable cooperation at the indemnifying party's expense, and allow it to control the defence and settlement. A delay reduces the obligation only to the extent it causes material prejudice. No settlement may admit fault or impose a non-monetary obligation on the indemnified party without its consent, not to be unreasonably withheld.

23 Limitation of liability

23.1 Excluded losses

To the maximum extent permitted by law, neither party is liable under or in connection with the agreement for indirect, incidental, special, exemplary, punitive or consequential loss, or for loss of profits, revenue, anticipated savings, goodwill, business opportunity or data, even if advised that such loss was possible. This exclusion does not apply to amounts payable to a third party under an indemnity in section 22.

23.2 Liability cap

To the maximum extent permitted by law, each party's total aggregate liability arising from or relating to the agreement in any 12-month period will not exceed the fees paid or payable by the Customer for the affected Services during the 12 months immediately before the event giving rise to the first claim. For a Service supplied entirely free of charge, Contlant's aggregate liability will not exceed USD 100 or its equivalent in the Customer's billing currency.

23.3 Liabilities not limited

Nothing in the agreement excludes or limits liability for fraud or fraudulent misrepresentation, wilful misconduct, death or personal injury caused by negligence, the Customer's payment obligations, a party's infringement or misappropriation of the other party's intellectual property, or any liability that cannot lawfully be excluded or limited.

23.4 Allocation of risk

The limitations in this section apply regardless of the form of action and are an essential allocation of risk reflected in the fees. They apply to the fullest extent permitted even if a limited remedy fails of its essential purpose.

24 Compliance with laws

Each party will comply with laws applicable to its performance. The Customer is responsible for laws applicable to its business, workforce, records and use of outputs. Neither party will use the Services in violation of applicable anti-bribery, anti-corruption, trade-sanctions or export-control laws. The Customer represents that it and its users are not prohibited from receiving the Services and will not make them available in an embargoed territory or to a restricted person where prohibited.

If a legal change makes a Service unlawful or materially impracticable in a country, Contlant may restrict the affected feature or territory. Where practicable, Contlant will give notice and work with the Customer on a lawful alternative.

25 Disputes and governing law

25.1 Good-faith resolution

Before starting formal proceedings, a party must give written notice describing the dispute and requested resolution. Representatives with authority to settle will try in good faith to resolve it for at least 30 days. This does not prevent either party from seeking urgent interim or protective relief, preserving a limitation period, or addressing misuse of intellectual property, confidential information or security.

25.2 Governing law and courts

The agreement and any non-contractual obligations arising from it are governed by the laws of Kenya, without regard to conflict-of-laws rules. Subject to section 25.1, the courts located in Nairobi, Kenya have exclusive jurisdiction. Each party submits to those courts.

25.3 Mandatory local law

If mandatory law gives a Customer or user the right to bring a claim in another forum or to rely on protections that cannot be waived by contract, this section does not take away that right. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

26 Notices

Legal notices to Contlant must be sent to privacy@contlant.com with the subject "Legal Notice", and, once Contlant publishes or provides a registered-office address for notices, to that address. Contlant may send notices to the Customer's account owner or billing email, through the Service, or to an address in the Order. A party must keep its notice details current.

An email notice is deemed received on the next business day after transmission unless the sender receives a delivery failure. An in-product notice is received when first displayed to an Administrator. This section does not govern formal service of court proceedings where law requires another method.

27 Changes to these Terms

Contlant may update these Terms for legal, security, operational or Service reasons. The updated version will state its effective date. For a material change affecting an active paid subscription, Contlant will provide reasonable advance notice through email, the Service or another appropriate channel. The change will apply on the stated date or, if it materially reduces the Customer's rights, no earlier than the next renewal unless the change is required by law or needed to address an urgent security risk.

If the Customer does not agree to a material future change, its remedy is to stop using the affected Service and cancel before the change applies. Continued use after the effective date constitutes acceptance where permitted by law. Changes to a signed Order require agreement by both parties unless the Order expressly provides otherwise.

28 General terms

28.1 Order of precedence

If documents conflict, the following order applies: (a) a signed Order or amendment; (b) a data processing agreement, but only for personal-data matters; (c) product-specific terms; (d) these Terms; and (e) Documentation and policies. A purchase order or Customer procurement term does not modify the agreement unless Contlant expressly accepts it in writing.

28.2 Assignment

Neither party may assign the agreement without the other's prior written consent, not to be unreasonably withheld. Either party may assign it without consent to an affiliate or in connection with a merger, reorganisation or sale of substantially all relevant business or assets, provided the assignee can perform the obligations and is not a direct competitor of the other party. Any prohibited assignment is void.

28.3 Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disaster, epidemic, war, civil disorder, labour disruption, utility or internet failure, cyberattack by a third party, government action or third-party platform failure. The affected party must use reasonable efforts to reduce the impact. This clause does not excuse payment for Services already supplied.

28.4 Entire agreement and interpretation

The agreement is the entire agreement about its subject and replaces prior proposals, discussions and representations. Each party acknowledges that it has not relied on a statement not set out in the agreement, without limiting liability for fraud. Headings are for convenience. "Including" means including without limitation. A reference to writing includes email and an electronic record where permitted by law.

28.5 No waiver; severability

A failure or delay to exercise a right is not a waiver. A waiver must be in writing and applies only to the stated circumstance. If a provision is unenforceable, it will be modified to the minimum extent needed to make it enforceable or severed, and the remainder will continue.

28.6 Relationship and third-party rights

The parties are independent contractors. The agreement does not create employment, agency, partnership, joint venture, fiduciary or franchise relationships. Except for indemnified persons expressly covered by section 22, no third party has a right to enforce the agreement.

28.7 Publicity

Contlant may not use the Customer's name, logo or trademarks in public marketing without permission. The Customer may identify itself as a ScopeSpace customer in accordance with Contlant's brand guidelines.

29 Contact details

Questions, legal notices and requests relating to these Terms may be sent to:

Contlant Limited

Email: privacy@contlant.com

Country of incorporation: Kenya

Contlant Limited

Company registration number: PVT-DLUP8X5A

Registered address: Muthithi Road, Westlands, Nairobi, Kenya

Email: privacy@contlant.com

Telephone: +254 780 074 521