

Privacy Policy

Last Updated: [Insert Date]

1. Introduction

Jobu Africa (“Jobu”, “we”, “our”, or “us”) operates a digital platform that connects customers with verified technicians, engineers, and other skilled service professionals for residential, commercial, and industrial service needs.

This Privacy Policy explains how we collect, use, store, and protect personal information when you access or use the Jobu website, mobile applications, and related services (collectively referred to as the “Platform”).

Jobu is committed to protecting personal data in accordance with the **Kenya Data Protection Act** and other applicable data protection regulations.

By accessing or using the Platform, you acknowledge that you have read and understood this Privacy Policy.

2. Definitions

For purposes of this Privacy Policy:

Personal Data

Information relating to an identified or identifiable individual.

Data Subject

A person whose personal data is processed.

Processing

Any operation performed on personal data including collection, storage, use, sharing, or deletion.

Controller

An entity that determines the purpose and means of processing personal data.

Processor

An entity that processes personal data on behalf of the controller.

Jobu acts primarily as a **data controller** in relation to user accounts and platform operations.

3. Information We Collect

We collect information necessary to operate the platform and facilitate connections between customers and service providers.

3.1 Information Provided by Users

Account Registration

When creating an account, we may collect:

- Full name
- Email address
- Phone number
- Login credentials
- Profile details

Service Provider Information

Professionals who register to provide services may be required to submit:

- Professional qualifications and certifications
- Identity verification documents
- Business or service information
- Location of service operations
- Work portfolio or experience information

Customer Service Requests

When requesting services:

- Service request details
- Job location or service address
- Communication with service providers
- Feedback or ratings

Payment Information

If transactions are conducted through the platform, we may collect:

- Payment method information
- Billing details
- Transaction records

Payment processing may be conducted by secure third-party payment providers.

4. Information Collected Automatically

When users access the Platform, certain technical information may be collected automatically, including:

- IP address
- Device type
- Browser type
- Operating system
- Pages visited
- Time and date of access
- Platform interaction data

This information helps us maintain platform security and improve functionality.

5. Cookies and Tracking Technologies

The Platform may use cookies or similar technologies to:

- maintain secure login sessions
- remember user preferences
- analyze usage patterns
- improve system performance

Users may disable cookies through browser settings, though some platform features may not function properly.

6. Legal Basis for Processing Personal Data

Under the **Kenya Data Protection Act**, we process personal data based on one or more lawful grounds including:

Contractual Necessity

Processing required to provide platform services and facilitate transactions between users.

Consent

Where users provide explicit consent for certain processing activities.

Legitimate Interests

Processing necessary for platform security, fraud prevention, and service improvement.

Legal Obligation

Processing required to comply with applicable laws or regulatory obligations.

7. How We Use Personal Information

We use personal information to:

- create and manage user accounts
- match customers with appropriate service providers
- process transactions and payments
- verify service provider credentials
- provide customer support
- communicate service updates or notifications
- detect fraud and maintain platform security
- analyze platform performance and improve services

We only process personal data for legitimate and specified purposes.

8. Sharing of Personal Information

Jobu does **not sell personal data**.

However, information may be shared in the following circumstances.

8.1 Between Platform Users

To facilitate services, certain information may be shared between customers and service providers, such as:

- names
- phone numbers
- service location
- job details

8.2 Service Providers and Platform Partners

We may share data with trusted third-party service providers including:

- payment processors
- hosting and cloud service providers
- identity verification services

- analytics providers

These parties are contractually obligated to protect personal data.

8.3 Legal and Regulatory Requirements

We may disclose information when necessary to:

- comply with legal obligations
- respond to lawful government requests
- enforce platform policies
- protect the safety and rights of users

8.4 Business Transfers

If Jobu undergoes a merger, acquisition, restructuring, or asset sale, personal data may be transferred to the acquiring entity in accordance with applicable law.

9. International Data Transfers

In some cases, personal data may be stored or processed on servers located outside Kenya.

Where such transfers occur, Jobu will ensure that adequate safeguards are implemented to protect personal data consistent with Kenyan data protection requirements.

10. Data Retention

We retain personal data only for as long as necessary to:

- provide platform services
- comply with legal obligations
- resolve disputes
- enforce platform policies

When personal data is no longer required, it will be securely deleted or anonymized.

11. Data Subject Rights (Kenya)

Under the **Kenya Data Protection Act**, users have the right to:

Right to Be Informed

To know how their personal data is collected and used.

Right of Access

To request access to personal data held about them.

Right to Correction

To request correction of inaccurate or incomplete personal data.

Right to Deletion

To request deletion of personal data where it is no longer necessary for the purpose collected.

Right to Object

To object to certain types of data processing.

Right to Restrict Processing

To limit how personal data is processed under certain circumstances.

Right to Data Portability

To request transfer of their personal data in a structured format where applicable.

Requests regarding personal data rights may be submitted using the contact details provided below.

12. Data Security

Jobu implements technical and organizational safeguards to protect personal data from:

- unauthorized access
- accidental loss
- destruction or damage
- unauthorized disclosure

Security measures may include encryption, secure servers, access controls, and monitoring systems.

Despite these measures, no digital platform can guarantee absolute security.

Users are responsible for protecting their account credentials.

13. Data Breach Notification

In the event of a personal data breach that poses a risk to users' rights or freedoms, Jobu will:

1. Take immediate steps to contain and investigate the breach.
2. Notify the **Office of the Data Protection Commissioner** within the time period required by law.
3. Notify affected users where the breach is likely to result in significant harm.

4. Implement corrective measures to prevent future incidents.
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14. Liability and Accountability

Jobu takes reasonable steps to ensure compliance with applicable data protection laws.

However:

- users are responsible for ensuring that information they provide is accurate
- Jobu is not responsible for privacy practices of third-party services linked from the platform
- service providers using the platform are responsible for complying with applicable laws regarding personal data they receive from customers

Nothing in this policy limits rights provided under applicable law.

15. Third-Party Websites

The Platform may contain links to external websites or services.

Jobu is not responsible for the privacy practices of third-party platforms.

Users should review the privacy policies of those external services.

16. Children's Privacy

The Platform is not intended for individuals under the age of 18.

We do not knowingly collect personal data from minors. If such information is discovered, it will be promptly removed.

17. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect operational or legal changes.

Updated versions will be posted on the Platform with a revised "Last Updated" date.

Continued use of the Platform after updates constitutes acceptance of the revised policy.

18. Contact Information

For questions, complaints, or requests regarding this Privacy Policy or personal data processing, please contact:

Jobu Africa

Email: [Insert Email]

Website: <https://jobu.africa>

Users may also lodge complaints with the **Office of the Data Protection Commissioner** if they believe their personal data rights have been violated.

Terms and Conditions

Last Updated: [Insert Date]

1. Introduction

Welcome to **Jobu Africa** (“**Jobu**”, “**we**”, “**our**”, or “**us**”).

These Terms and Conditions (“**Terms**”) govern your access to and use of the Jobu platform, including the website, mobile applications, and related services (collectively referred to as the “**Platform**”).

The Platform connects customers with skilled technicians, engineers, and service professionals for maintenance, repair, installation, and related services.

By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Platform.

2. Definitions

Customer

A user who requests services through the platform.

Service Provider

A technician, engineer, or professional offering services through the platform.

User

Any individual or entity that accesses or uses the Platform.

Services

Work requested by customers and provided by service providers through the Platform.

Platform

The Jobu Africa website, mobile applications, and related technology used to connect users.

3. Eligibility

To use the Platform, you must:

- Be at least **18 years old**
- Have the legal capacity to enter into binding agreements
- Provide accurate and complete information during registration

Jobu reserves the right to suspend or terminate accounts that provide false or misleading information.

4. Account Registration

To access certain features of the Platform, users must create an account.

Users agree to:

- Provide accurate registration information
- Maintain the confidentiality of their login credentials
- Notify Jobu immediately of any unauthorized access to their account

Users are responsible for all activities conducted through their accounts.

5. Platform Role

Jobu provides a digital platform that connects customers with service providers.

Jobu:

- Does **not employ service providers**
- Does **not directly perform services**
- Is **not responsible for the quality, safety, or legality of services performed**

Service providers operate as **independent professionals or businesses**.

Customers and service providers are solely responsible for agreements and interactions between them.

6. Service Requests

Customers may submit service requests through the Platform, which may include:

- job description
- service location
- preferred schedule
- budget or pricing information

Service providers may choose to accept or decline service requests.

Once a service request is accepted, the customer and service provider may coordinate directly through the platform or provided contact channels.

7. Service Provider Responsibilities

Service providers agree to:

- provide accurate information about qualifications and experience
- perform services professionally and safely
- comply with all applicable laws and regulations
- obtain any licenses, permits, or certifications required for their services

Service providers are responsible for the quality and outcome of services they perform.

8. Payments and Fees

Payments for services may be processed through the Platform or directly between users depending on the service arrangement.

Where payments are processed through the Platform:

- Jobu may charge a **service fee or commission**
- Payment processing may be handled by third-party payment providers
- Users agree to comply with the payment provider's terms and conditions

Jobu reserves the right to modify platform fees with reasonable notice.

9. Cancellations and Refunds

Customers and service providers may cancel service requests under certain conditions.

Cancellation policies may depend on:

- timing of cancellation
- stage of service completion
- agreements between users

Where payments are processed through the platform, Jobu may facilitate refunds in accordance with its refund policy.

10. User Conduct

Users agree not to:

- provide false or misleading information

- use the platform for unlawful activities
- harass, threaten, or abuse other users
- attempt to bypass platform systems for fraudulent purposes
- upload harmful software or malicious code

Violation of these rules may result in suspension or termination of accounts.

11. Ratings and Reviews

Customers may leave ratings and reviews about service providers.

Reviews must be:

- truthful
- respectful
- based on genuine service experiences

Jobu reserves the right to remove reviews that violate platform guidelines.

12. Intellectual Property

All content on the Platform, including logos, branding, software, and design elements, is owned by or licensed to Jobu.

Users may not:

- reproduce
 - distribute
 - modify
 - or commercially exploit platform content without written permission.
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13. Limitation of Liability

To the maximum extent permitted by law:

Jobu is not liable for:

- the quality or safety of services provided by service providers
- disputes between customers and service providers
- damages resulting from service performance

- loss of income, business opportunities, or indirect damages

The Platform is provided on an **“as-is” and “as-available” basis**.

14. Dispute Resolution

Users are encouraged to resolve disputes directly between customers and service providers.

Where disputes arise involving the Platform, users may contact Jobu support.

If disputes cannot be resolved informally, they may be resolved through mediation or other lawful dispute resolution processes.

15. Suspension and Termination

Jobu may suspend or terminate user accounts if users:

- violate these Terms
- engage in fraudulent activities
- misuse the Platform

Users may also terminate their accounts at any time.

16. Privacy

Use of the Platform is also governed by the **Jobu Privacy Policy**, which explains how personal data is collected and processed.

17. Changes to These Terms

Jobu may update these Terms periodically.

Users will be notified of significant changes through the Platform.

Continued use of the Platform after updates constitutes acceptance of the revised Terms.

18. Governing Law

These Terms are governed by the laws of **Kenya**.

Any disputes arising from these Terms shall be subject to the jurisdiction of Kenyan courts.

19. Service Provider Verification and Background Checks

Jobu may implement verification procedures to help maintain the safety and reliability of the Platform.

These procedures may include verification of:

- identity documentation
- professional certifications or qualifications
- licensing where applicable
- work experience or portfolio information

In certain cases, Jobu may also conduct background checks through third-party verification services where permitted by law.

Service providers agree to cooperate with any verification processes required by the Platform.

However, users acknowledge that:

- verification does **not guarantee the accuracy or authenticity of information provided by service providers**
- Jobu does **not warrant the quality, reliability, or suitability of any service provider**

Customers are encouraged to exercise their own judgment and conduct reasonable due diligence before engaging any service provider.

Jobu reserves the right to suspend or remove service providers who fail verification requirements or who provide inaccurate information.

20. Off-Platform Transactions (Anti-Circumvention)

The Jobu Platform is designed to facilitate secure connections between customers and service providers.

Users agree **not to bypass or circumvent the Platform** in order to avoid platform service fees or commissions.

This includes:

- arranging service transactions outside the Platform after connecting through Jobu
- sharing contact information for the purpose of completing transactions off-platform before a booking is finalized
- redirecting customers to external platforms, websites, or payment channels

Where a connection between a customer and service provider originates through the Platform, any related service transactions must be conducted through the Platform for a reasonable period determined by Jobu.

If Jobu determines that users have attempted to circumvent the Platform, Jobu may take action including:

- issuing warnings
- suspending or terminating accounts
- restricting access to Platform services
- charging applicable service fees that would have been earned through the Platform

These measures are intended to protect the integrity of the marketplace and ensure fair use of the Platform.

21. Contact Information

If you have questions about these Terms, please contact:

Jobu Africa

Website: <https://jobu.africa>

Email: [Insert Email]