

## **TERMS AND CONDITIONS**

**Effective Date:** 24<sup>th</sup> June, 2025

**Website:** <https://writingpadsolutions.com>

**Company:** Emerging Writing Pad Solutions

**Email:** [info@writingpadsolutions.com](mailto:info@writingpadsolutions.com) | **Phone:** +254 723 221941

**Jurisdiction:** Republic of Kenya

### **1. Introduction**

These Terms and Conditions (“Terms”) govern your use of <https://writingpadsolutions.com> (the “Website”), operated by Emerging Writing Pad Solutions, a legally registered company in the Republic of Kenya. By accessing or using our Website and services, including expatriate and business registration services, you agree to be bound by these Terms. If you disagree with any part, you must refrain from using our Website.

### **2. Eligibility**

Our services are intended for individuals and businesses who are legally eligible to enter into binding contracts under the laws of the Republic of Kenya. By using our Website, you confirm that you meet this criterion.

### **3. Services Overview**

Emerging Writing Pad Solutions provides comprehensive expatriate management services, including permit processing, work and residence documentation, as well as business registration services within Kenya. We act as facilitators and advisors, but final decisions regarding documentation issuance rest with relevant Kenyan authorities.

### **4. User Responsibilities**

Users must provide accurate and complete information. You are responsible for maintaining the confidentiality of your data and ensuring that your use of our services is lawful, respectful, and in accordance with these Terms.

## **5. Accuracy of Information**

While we strive to keep all information on our Website accurate and current, Emerging Writing Pad Solutions does not guarantee the completeness, accuracy, or timeliness of information and shall not be liable for any inaccuracies.

## **6. Use of Website**

The Website is provided for lawful purposes only. You agree not to misuse, tamper, or attempt unauthorized access to any part of our Website or any systems connected to it.

## **7. Third-Party Links**

Our Website may contain links to third-party websites. These links are provided for convenience and do not signify endorsement. We hold no responsibility for the content, privacy policies, or practices of any third-party site.

## **8. Intellectual Property**

All content on the Website, including text, logos, images, and software, is the property of Emerging Writing Pad Solutions or its licensors. Unauthorized use or reproduction is strictly prohibited.

## **9. Data Protection**

We are committed to protecting your data in accordance with the Data Protection Act of Kenya. Personal data collected is used only for the purposes described and with your consent, where applicable.

## **10. Privacy Policy**

Our separate Privacy Policy governs how we handle your personal information. By agreeing to these Terms, you also consent to our Privacy Policy.

## **11. Confidentiality**

All client information shared with us is treated with the utmost confidentiality. We do not disclose such information unless required by law or with your express consent.

## **12. Payments and Fees**

All fees for services are clearly communicated and must be paid in full before commencement. Payments are non-refundable unless otherwise specified in a separate written agreement.

## **13. Refund Policy**

Refunds will only be issued in accordance with our Refund Policy, which is based on non-performance or service failure caused by our company, excluding delays or rejections by government authorities.

## **14. Service Delivery Timelines**

While we strive to deliver services promptly, timelines are subject to external government processing. Emerging Writing Pad Solutions is not liable for any delays beyond our control.

## **15. Changes to Services**

We reserve the right to modify or discontinue services at any time. Clients will be notified of significant changes that may affect service delivery or scope.

## **16. Client Cooperation**

Clients must cooperate fully by submitting requested documents and information in a timely manner. Failure to do so may result in delays or termination of service.

## **17. Termination of Services**

We may suspend or terminate your access to services or the Website for breach of these Terms or for any unlawful activity, without prior notice or liability.

## **18. Dispute Resolution**

Any disputes arising out of or in connection with these Terms shall be resolved amicably, failing which they shall be submitted to arbitration under Kenyan law.

## **19. Governing Law**

These Terms are governed by and construed in accordance with the laws of the Republic of Kenya. Any legal action must be filed in a Kenyan court with proper jurisdiction.

## **20. No Guarantee of Outcome**

While we provide advisory and processing services, we do not guarantee the success of applications made to government bodies or third parties.

## **21. Limitation of Liability**

Emerging Writing Pad Solutions shall not be liable for any indirect, incidental, or consequential damages resulting from your use of our services or Website.

## **22. Force Majeure**

We shall not be held responsible for delays or failure in performance due to events beyond our reasonable control, including natural disasters, war, or government restrictions.

## **23. Amendments to Terms**

We reserve the right to update these Terms at any time. Continued use of the Website after such changes constitutes your acceptance of the revised Terms.

## **24. Client Acknowledgement**

By using our services, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

## **25. Non-Solicitation**

Clients agree not to solicit or attempt to employ any of our employees or agents directly without our written consent, during and within 12 months after service engagement.

## **26. Communication**

All communication should be sent via email to [info@writingpadsolutions.com](mailto:info@writingpadsolutions.com) or phone via +254 723 221941. We will respond within a reasonable time frame.

## **27. Cookies**

Our Website uses cookies to enhance your browsing experience. By continuing to use the site, you consent to the use of cookies in accordance with our Cookie Policy.

## **28. Service Limitations**

Some services may be limited based on geographical or legal constraints. We will inform you if such limitations apply before engaging in service.

## **29. Content Submissions**

Any materials submitted through the Website (excluding personal data) become our property, and may be used for marketing or service improvement unless explicitly agreed otherwise.

### **30. Accountability**

Users agree to indemnify and hold harmless Emerging Writing Pad Solutions against all claims, damages, and liabilities arising from misuse of our services.

### **31. Copyright Violations**

If you believe any material on our site infringes your copyright, please notify us promptly. We will investigate and take necessary remedial actions.

### **32. Survival of Terms**

All provisions of these Terms which by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, and limitations of liability.

### **33. Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and Emerging Writing Pad Solutions regarding your use of the Website and our services, superseding all prior agreements, understandings, or communications.