SAVVY CONCEPTS

TERMS AND CONDITIONS OF SERVICE

Effective Date: 14 November 2024 | Jurisdiction: Republic of Kenya

These Terms and Conditions govern the provision of services and products by Savvy Concepts. They are intended for use alongside accepted quotations, invoices, proposals and service-specific agreements.

1. INTRODUCTION AND ACCEPTANCE OF TERMS

These Terms and Conditions govern the provision of services and products by Savvy Concepts (hereinafter referred to as “Savvy Concepts”, “the Company”, “we”, “us” or “our”) to its customers, clients, businesses and other service users (hereinafter referred to as “the Client”, “Customer”, “you” or “your”).

By accessing our website, requesting a quotation, placing an order, making payment, engaging our services or otherwise accepting our products or services, you acknowledge that you have read, understood and agreed to be bound by these Terms and Conditions.

These Terms and Conditions apply to all services and products provided by Savvy Concepts unless a separate written agreement expressly provides otherwise.

If you do not agree with these Terms and Conditions, you should not purchase, access or use our services or products.

2. SCOPE OF SERVICES

Savvy Concepts provides professional, business advisory, digital and technology services, including but not limited to:

2.1. CV Writing and Career Services: Professional CV development, resume writing, CV reviews, cover letters, LinkedIn profile development, career advisory and related services.

2.2. Business Planning: Business plans, feasibility studies, market research, financial projections, investment proposals, business models and strategic planning.

2.3. Proposal Writing: Grant proposals, funding applications, donor proposals, project proposals, institutional profiles, concept notes and related documentation.

2.4. Domain Registration: Domain name search, registration, renewal, transfer and related domain management services.

2.5. Web Hosting: Website hosting, email hosting, server resources, website maintenance, SSL certificates and related hosting services.

2.6. Website Development: Website design, development, configuration, e-commerce solutions, content management systems, website maintenance and related digital solutions.

2.7. Advisory Services: Business advisory, strategic consulting, professional guidance, research, technical assistance and other consultancy services.

The specific scope, deliverables, timelines, pricing and other applicable conditions for each engagement shall be communicated through a quotation, invoice, service description, proposal or separate written agreement.

3. SERVICE ORDERS AND ENGAGEMENT

3.1. A service engagement shall be deemed established when the Client accepts a quotation, approves a proposal, makes payment, confirms an order or otherwise authorises Savvy Concepts to commence work.

3.2. Savvy Concepts reserves the right to accept or decline any service request at its discretion, subject to applicable law.

3.3. Each service engagement shall be limited to the specific products, services and deliverables agreed upon between the parties.

3.4. Any additional work, modifications, services or deliverables outside the agreed scope may attract additional charges.

3.5. Verbal instructions, telephone conversations and informal communications shall not automatically constitute amendments to an agreed scope unless confirmed by Savvy Concepts.

3.6. Where a separate written agreement or service-specific agreement exists, its provisions shall take precedence over these general Terms and Conditions to the extent of any inconsistency.

4. CLIENT RESPONSIBILITIES

The Client agrees to:

a) Provide accurate, complete and truthful information required for the provision of the requested services.

b) Supply all necessary documents, credentials, materials, instructions and approvals within the agreed timelines.

c) Review submitted deliverables and communicate any corrections or concerns within the agreed review period.

d) Ensure that all information and materials supplied to Savvy Concepts are lawful and do not infringe the intellectual property, privacy or other rights of third parties.

e) Make payments in accordance with the agreed payment terms.

f) Maintain the confidentiality and security of account credentials, passwords and access information provided to the Client.

g) Obtain any licences, permissions, authorisations or consents required for the intended use of the deliverables.

h) Exercise independent professional and commercial judgement when relying on advice, research, recommendations or other deliverables supplied by Savvy Concepts.

Savvy Concepts shall not be responsible for errors, delays, losses or other consequences arising from inaccurate information, omissions, misleading instructions or failure by the Client to fulfil these obligations, except where liability is attributable to Savvy Concepts under applicable law.

5. PAYMENTS, PRICING AND REFUNDS

5.1. All services shall be charged at the rates communicated to the Client through quotations, invoices, proposals or other agreed pricing arrangements.

5.2. Unless otherwise agreed in writing, Savvy Concepts may require full or partial payment before commencing work.

5.3. Where payment is made in instalments, the Client shall comply with the agreed payment schedule.

5.4. Savvy Concepts reserves the right to suspend work, withhold deliverables or discontinue services where the Client fails to make payments when due, subject to applicable law and contractual obligations.

5.5. Any applicable third-party charges, including domain registration fees, hosting subscriptions, software licences, premium themes, plugins and other external costs, shall be communicated to the Client.

5.6. Payments for services already rendered, work completed or third-party products and services already procured shall not be refundable except where required by applicable law or expressly agreed otherwise.

5.7. Where a Client cancels an engagement after work has commenced, Savvy Concepts shall be entitled to recover reasonable charges for work performed, commitments made and non-refundable third-party expenses incurred.

5.8. Any refunds, where applicable, shall be limited to the amount properly refundable in respect of the specific service or product concerned.

6. CV WRITING AND CAREER SERVICES

6.1. Savvy Concepts provides professional CV writing, resume development, cover letters, LinkedIn profiles and related career documentation services.

6.2. The Client acknowledges that career documents are prepared using information supplied by the Client and professional judgement applied by Savvy Concepts.

6.3. Savvy Concepts does not guarantee that a CV, resume, cover letter or LinkedIn profile will result in employment, interviews, promotions, recruitment consideration or any particular career outcome.

6.4. Recruitment decisions are made independently by employers, recruitment agencies and other third parties based on their own requirements, assessments and selection criteria.

6.5. Savvy Concepts shall not be held liable for unsuccessful job applications, rejected applications, missed interviews, employment opportunities lost, failure to secure employment or financial or professional losses arising from the use of career documents prepared by the Company, to the extent permitted by applicable law.

6.6. The Client remains responsible for verifying the accuracy of all personal, professional, academic and employment information contained in the final documents before submitting them to prospective employers.

6.7. Any representation of qualifications, experience, achievements or professional credentials that is false or misleading shall remain the responsibility of the Client.

7. BUSINESS PLANNING AND ADVISORY SERVICES

7.1. Business plans, feasibility studies, financial models, market research, investment proposals and advisory reports are prepared using information available at the time of the engagement.

7.2. Financial projections, forecasts, market estimates, revenue assumptions, profitability estimates and investment scenarios are illustrative and based on assumptions that may change.

7.3. Savvy Concepts does not guarantee the accuracy of future market conditions, financial performance, investment returns, business profitability or commercial outcomes.

7.4. The Client acknowledges that business performance is influenced by factors beyond the Company's control, including economic conditions, competition, regulation, management decisions, market demand, financing availability and operational performance.

7.5. Business plans and feasibility studies do not constitute a guarantee of funding, financing, investor approval, bank lending, regulatory approval or commercial success.

7.6. The Client is responsible for independently evaluating the commercial viability of any proposed investment or business activity before committing financial or other resources.

7.7. Savvy Concepts shall not be liable for business failure, investment losses, rejected funding applications, lost contracts, lost revenue, lost profits or other commercial losses arising from reliance on business plans, projections, research or advisory recommendations, subject to applicable law.

8. PROPOSAL WRITING AND FUNDING APPLICATIONS

8.1. Savvy Concepts provides proposal writing and related documentation services to individuals, businesses, institutions, non-governmental organisations and other entities.

8.2. The Client is responsible for providing accurate institutional information, financial statements, registration documents, governance records, project information and other supporting documentation.

8.3. Savvy Concepts does not guarantee that any proposal, grant application, tender submission, funding request or project concept will be approved or receive funding.

8.4. Funding decisions remain exclusively with donors, investors, financial institutions, procurement entities and other relevant decision-making bodies.

8.5. The Client is responsible for ensuring that the proposed project is legitimate, feasible, properly authorised and compliant with the requirements of the intended funding institution.

8.6. Savvy Concepts shall not be liable for rejected applications, unsuccessful tenders, denied funding, lost grants, missed funding opportunities or financial or institutional losses resulting from the use of proposal writing services, subject to applicable law.

8.7. Any additional work required following changes in donor requirements, application guidelines or project specifications may attract additional charges.

9. DOMAIN REGISTRATION SERVICES

9.1. Domain registration services are provided subject to the availability of the requested domain name and the rules, policies and procedures of the relevant domain registry and registrar.

9.2. Savvy Concepts does not guarantee that a particular domain name will be available, approved, registered or maintained indefinitely.

9.3. Domain name registration remains subject to the terms and policies of the relevant registry, including KeNIC, ICANN and other applicable domain authorities.

9.4. The Client is responsible for selecting a domain name that does not infringe the intellectual property, trademark or other legal rights of third parties.

9.5. The Client shall provide accurate registration information and ensure that domain registration and renewal details remain current.

9.6. The Client acknowledges that domain registrations are time-bound and must be renewed before expiry to maintain continued use.

9.7. Savvy Concepts shall not be responsible for domain suspension, cancellation, deletion, transfer disputes or loss of domain ownership arising from inaccurate Client information, failure to renew, registry decisions, third-party disputes or circumstances outside the Company's reasonable control.

9.8. Domain registration and renewal fees paid to external registries or registrars may be non-refundable.

9.9. Where a domain name is registered on behalf of a Client, the parties shall ensure that the Client's ownership or registrant details are correctly reflected in the applicable registration records.

10. WEB HOSTING SERVICES

10.1. Web hosting services are provided subject to the applicable hosting package, subscription period, server resources and technical specifications agreed upon with the Client.

10.2. Savvy Concepts shall make reasonable efforts to maintain the availability, security and functionality of hosting services.

10.3. The Client acknowledges that hosting services depend on infrastructure, networks, data centres, software and third-party service providers that may experience interruptions or technical failures.

10.4. Savvy Concepts does not guarantee uninterrupted hosting, continuous website availability, error-free operation or complete protection against cyberattacks, malware, hacking or other security incidents.

10.5. The Client is responsible for maintaining appropriate copies of website files, databases, emails and other important information unless a separate written backup and recovery arrangement has been agreed.

10.6. Savvy Concepts shall not be responsible for data loss, website downtime, email interruptions, service disruptions or business interruptions arising from third-party infrastructure failures, cyber incidents, Client actions or other circumstances beyond its reasonable control, subject to applicable law.

10.7. Hosting accounts shall be subject to applicable fair-use policies and technical resource limitations.

10.8. Savvy Concepts reserves the right to suspend hosting services where the Client engages in unlawful activities, violates applicable service policies, compromises server security or fails to meet payment obligations.

10.9. The Client shall not use hosting services to distribute unlawful content, malicious software, spam, fraudulent material or other prohibited content.

10.10. Hosting subscriptions must be renewed within the applicable renewal period. Failure to renew may result in suspension or termination of hosting services and eventual deletion of associated data, subject to applicable retention and notice requirements.

11. WEBSITE DEVELOPMENT AND DIGITAL SOLUTIONS

11.1. Website development services shall be delivered according to the agreed scope, specifications, functionality and design requirements.

11.2. The Client shall provide the necessary website content, images, branding materials, instructions and approvals within the agreed timelines.

11.3. Any additional functionality, redesign, integrations, modifications or changes outside the agreed scope may attract additional charges.

11.4. Savvy Concepts does not guarantee that a website will achieve specific search engine rankings, website traffic, customer acquisition levels, sales volumes, advertising performance or revenue targets.

11.5. The Client acknowledges that website performance may be influenced by search engine algorithms, third-party applications, hosting infrastructure, internet connectivity, security threats and other external factors.

11.6. Savvy Concepts shall not be responsible for losses arising from third-party software changes, plugin incompatibility, external platform modifications, search engine updates or other factors outside its reasonable control, subject to applicable law.

11.7. Unless otherwise agreed, the Client is responsible for ensuring that website content, products, services, claims, privacy notices and business activities comply with applicable laws and regulations.

11.8. The Client shall be responsible for maintaining the security of website administration credentials and restricting access to authorised persons.

11.9. Website maintenance, updates, security monitoring, content changes and technical support after project completion shall only be included where expressly agreed.

12. ADVISORY AND CONSULTANCY SERVICES

12.1. Advisory and consultancy services are provided based on the information, circumstances and requirements communicated by the Client.

12.2. Recommendations and opinions are professional guidance intended to assist the Client in making informed decisions.

12.3. Unless expressly agreed otherwise, advisory services do not constitute legal representation, statutory audit, regulated financial advice, investment management or any other regulated professional service.

12.4. The Client remains responsible for decisions and actions taken based on advice or recommendations provided by Savvy Concepts.

12.5. Savvy Concepts does not guarantee any particular commercial, financial, operational or institutional outcome from the implementation of its recommendations.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. All original methodologies, proprietary frameworks, templates, tools, processes, systems and materials developed or owned by Savvy Concepts shall remain the Company's intellectual property unless otherwise agreed in writing.

13.2. Upon full payment, the Client shall be entitled to use the final deliverables specifically prepared for them for their intended business or personal purposes.

13.3. The Client shall not reproduce, resell, redistribute, commercially exploit or otherwise make proprietary Savvy Concepts materials available to third parties without prior written permission.

13.4. The Client warrants that all materials, images, documents, logos and content supplied to Savvy Concepts are lawfully obtained and may be used for the intended project.

13.5. Where third-party software, plugins, themes, stock images, fonts or other licensed materials are incorporated into a deliverable, their use shall remain subject to the applicable third-party licensing conditions.

14. CONFIDENTIALITY AND DATA PROTECTION

14.1. Savvy Concepts shall take reasonable measures to protect confidential information and documents provided by Clients during the course of service delivery.

14.2. Confidential information shall not be disclosed to unauthorised third parties except where disclosure is necessary for service delivery, required by law or authorised by the Client.

14.3. Savvy Concepts may engage employees, consultants, contractors and third-party service providers where reasonably necessary to deliver the agreed services, subject to appropriate confidentiality and data protection obligations.

14.4. Personal information shall be collected, processed, stored and used in accordance with applicable data protection laws, including the Kenya Data Protection Act, 2019.

14.5. The Client acknowledges the processing of information reasonably necessary for the performance of the contracted services and related administrative obligations, subject to applicable law.

14.6. The Client shall not submit personal information belonging to third parties without the necessary authority or lawful basis.

14.7. Savvy Concepts shall take reasonable measures to safeguard Client information but does not guarantee absolute protection against unauthorised access, cyberattacks or other security incidents beyond its reasonable control.

15. LIMITATION OF LIABILITY, ALLOCATION OF RISK AND INDEMNIFICATION

15.1. Basis of Contractual Risk Allocation

The Client acknowledges that Savvy Concepts provides professional, advisory, documentation, business planning, digital and technology services at agreed fees for specifically defined deliverables.

The parties recognise that the fees charged for each service or product are determined by its scope, complexity, deliverables and the level of responsibility reasonably contemplated by the engagement.

Accordingly, the parties agree that the limitations of liability contained in this clause constitute an important part of the commercial basis upon which Savvy Concepts offers its services and determines its fees.

These provisions shall be interpreted and applied subject to applicable laws, including any mandatory statutory requirements governing contractual fairness and reasonableness.

15.2. Liability Limited to the Specific Service or Product

Subject to applicable law, any liability arising from or relating to services or products provided by Savvy Concepts shall be assessed exclusively in relation to the specific service or product giving rise to the claim.

Liability shall not automatically extend to other services, products, transactions, projects or commercial activities undertaken by the Client.

Where a claim relates to a particular service or product, the parties intend that any financial responsibility attributable to Savvy Concepts shall be proportionate to the nature, scope, fees and contractual obligations associated with that specific engagement.

15.3. Maximum Financial Liability

To the maximum extent permitted by applicable law, the aggregate financial liability of Savvy Concepts arising from or relating to a particular service or product shall not exceed the total amount actually paid to and retained by Savvy Concepts for that specific service or product.

For the avoidance of doubt:

a) Liability shall be calculated with reference to the fees paid for the affected service or product and not the anticipated value of the Client's business, investment, project or commercial transaction.

b) The value of an employment opportunity, grant, contract, tender, investment, business venture or other anticipated benefit shall not constitute a basis for calculating Savvy Concepts' liability.

c) Where several independent services have been procured, each service shall be assessed separately.

d) The limitation shall apply to claims arising in contract, negligence or otherwise, subject to any liability that cannot lawfully be restricted.

e) This limitation shall apply only to the extent that it satisfies applicable statutory requirements, including any requirement of reasonableness.

15.4. Exclusion of Indirect and Consequential Losses

To the extent permitted by applicable law and subject to the applicable requirement of reasonableness, Savvy Concepts shall not be liable for indirect, incidental, special, punitive or consequential losses arising from the use of its services or products.

Such losses include, without limitation:

a) Loss of business opportunities or commercial opportunities.

b) Loss of prospective or actual clients and customers.

c) Loss of employment opportunities, interviews, job offers or career advancement.

d) Loss of grants, funding, investments, tenders or contracts.

e) Loss of anticipated revenue, profits, business income or expected savings.

f) Business interruption, operational disruption or loss of productivity.

g) Loss of goodwill, reputation, market share or competitive advantage.

h) Loss of anticipated investment returns or commercial benefits.

i) Loss of data, website availability, website traffic or access to digital platforms.

j) Financial consequences arising from decisions made by employers, investors, donors, banks, financial institutions, regulators, government agencies or other independent third parties.

Nothing in this provision shall operate to exclude liability where such exclusion is prohibited by applicable law.

15.5. No Guarantee of Third-Party Decisions or Commercial Outcomes

The Client acknowledges that Savvy Concepts does not control the decisions, policies, assessments or actions of independent third parties.

Consequently, the Company does not guarantee:

a) Employment, interviews, recruitment, promotions or career advancement arising from CV writing and career services.

b) Approval of business plans, feasibility studies, investment proposals or financing applications.

c) Approval of grants, donor funding, tenders, contracts or other funding applications.

d) Business profitability, investment returns, commercial success or market performance.

e) Website search engine rankings, website traffic, customer acquisition, sales volumes or revenue generation.

f) Domain registration approval, uninterrupted hosting, continuous internet availability or the uninterrupted operation of third-party technology platforms.

The Client acknowledges that such outcomes depend on independent decisions, market conditions, external infrastructure and other factors outside the Company's reasonable control.

15.6. Client's Independent Assessment and Decision-Making

The Client acknowledges that professional documents, financial projections, feasibility studies, research reports, proposals and advisory recommendations are provided to assist decision-making and do not replace the Client's independent commercial, professional or technical assessment.

The Client shall remain responsible for evaluating the suitability of the deliverables and obtaining any additional professional, technical, legal, financial or regulatory advice required before implementing decisions based on them.

The Client's acceptance of these Terms and Conditions shall not, by itself, constitute an assumption of risk in respect of negligence or other liability where such an assumption is not recognised under applicable law.

15.7. Indemnification by the Client

To the maximum extent permitted by applicable law, the Client agrees to indemnify, defend and hold harmless Savvy Concepts, its directors, employees, consultants, representatives and agents against third-party claims, liabilities, damages, reasonable legal fees and expenses arising from:

a) False, misleading, incomplete or inaccurate information supplied by the Client.

b) Unlawful, fraudulent or unauthorised use of the Company's services or products.

c) Infringement of third-party intellectual property, privacy or other legal rights through materials supplied by the Client.

d) The Client's breach of applicable laws or regulations.

e) The Client's independent business activities, commercial transactions, employment applications, funding applications or implementation of recommendations.

f) The Client's breach of these Terms and Conditions.

This indemnification shall not extend to the extent that a third-party claim or liability is attributable to Savvy Concepts' own breach of contract, negligence, fraud, wilful misconduct or other conduct for which liability cannot lawfully be transferred or excluded.

15.8. Reasonableness and Fairness of Liability Limitations

The parties acknowledge that the limitations and exclusions contained in this clause are intended to provide a fair and proportionate allocation of contractual risks.

In determining their application, consideration shall be given to:

a) The nature and scope of the particular service or product procured.

b) The fees charged and the contractual obligations undertaken by Savvy Concepts.

c) The information and circumstances reasonably known to the parties when the contract was entered into.

d) The reasonable expectations of the Client regarding the services or products.

e) The extent to which the Client has control over the information, decisions and activities giving rise to the alleged loss.

f) The availability of alternative arrangements, safeguards or independent professional services.

g) The extent to which the limitation is fair and reasonable in the circumstances of the particular engagement.

Where any provision is found to be unreasonable or unenforceable in relation to a particular claim, it shall be restricted to the extent necessary to comply with applicable law without invalidating the remaining provisions.

15.9. Liability for Negligence and Contractual Breach

Nothing in these Terms and Conditions shall be interpreted as permitting Savvy Concepts to avoid its contractual obligations or to exclude liability in circumstances where such exclusion or restriction is prohibited by applicable law.

Any limitation of liability for loss or damage resulting from negligence shall only apply to the extent that the limitation satisfies the applicable statutory requirement of reasonableness.

Similarly, where the Client qualifies as a consumer, any limitation relating to loss or damage arising from Savvy Concepts' breach of contract shall only apply to the extent permitted by applicable consumer protection legislation and the applicable requirement of reasonableness.

Savvy Concepts shall not exclude liability for death resulting from negligence or any other liability that cannot legally be excluded or restricted.

15.10. Essential Contractual Provision

The parties acknowledge that this clause is a material component of the agreement governing the provision of Savvy Concepts' services and products.

The Client confirms that the nature of the services, the applicable fees, the scope of deliverables, the limitations of the Company's responsibilities and the allocation of contractual risks have been made available for consideration before the engagement is concluded.

The parties agree that these provisions shall be interpreted consistently with applicable Kenyan law and any mandatory statutory protections afforded to the Client.

16. THIRD-PARTY SERVICES AND DEPENDENCIES

16.1. Certain services provided by Savvy Concepts may depend on external providers, including domain registries, hosting companies, software developers, payment processors, search engines, email platforms and other technology providers.

16.2. Such third-party services are subject to their respective terms, conditions, policies and operational requirements.

16.3. Savvy Concepts shall not be responsible for third-party failures, service interruptions, price changes, policy changes, technical restrictions or decisions outside its reasonable control, subject to applicable law.

16.4. Where necessary, Savvy Concepts may recommend or facilitate access to third-party services but does not assume responsibility for their independent performance.

17. SERVICE DELIVERY AND REVISIONS

17.1. Delivery timelines shall be communicated to the Client based on the agreed scope and availability of the information required to undertake the work.

17.2. Timelines may be affected by delayed instructions, incomplete documentation, late approvals, additional requirements or circumstances beyond Savvy Concepts' reasonable control.

17.3. Any included revisions shall be limited to the agreed scope of work.

17.4. Significant changes to approved instructions, specifications or project requirements may be treated as additional work and charged separately.

17.5. The Client shall review final deliverables and promptly communicate any concerns within the agreed review period.

17.6. Approval of final deliverables or their use by the Client shall constitute acceptance of the completed work, subject to any rights that cannot be excluded under applicable law.

18. SUSPENSION AND TERMINATION

18.1. Either party may terminate an engagement in accordance with the terms of the applicable service agreement.

18.2. Savvy Concepts may suspend or terminate services where:

a) The Client fails to make payments when due.

b) The Client provides fraudulent, misleading or unlawful information.

c) The Client uses the Company's services for unlawful purposes.

d) The Client materially breaches these Terms and Conditions.

e) Continued service delivery would expose Savvy Concepts to legal, regulatory, security or operational risks.

18.3. Where reasonably practicable, Savvy Concepts shall provide notice and an opportunity to remedy the breach before suspension or termination.

18.4. Termination shall not affect accrued payment obligations or rights and liabilities arising before the termination date.

18.5. Any third-party subscription or registration shall remain subject to its own cancellation, renewal and refund conditions.

19. FORCE MAJEURE

Savvy Concepts shall not be held liable for delays, interruptions or failure to perform its obligations where such circumstances arise from events beyond its reasonable control.

Such events may include natural disasters, fire, floods, epidemics, pandemics, war, civil unrest, government restrictions, strikes, power outages, internet disruptions, cyberattacks, telecommunications failures, third-party infrastructure failures and other unforeseen circumstances.

Savvy Concepts shall make reasonable efforts to minimise the effects of such events and resume service delivery when reasonably practicable.

20. DISPUTE RESOLUTION

20.1. The parties shall endeavour to resolve any dispute arising from these Terms and Conditions or the provision of services through good-faith negotiations.

20.2. A party raising a dispute shall communicate the nature of the complaint in writing and provide reasonable supporting information.

20.3. Where the dispute cannot be resolved amicably within thirty (30) days, either party may pursue available legal remedies before a court of competent jurisdiction in Kenya.

20.4. Nothing in this clause shall prevent either party from seeking urgent legal relief where necessary.

21. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Kenya.

Any dispute arising from or relating to these Terms and Conditions shall be subject to the jurisdiction of the competent courts of Kenya, subject to any mandatory dispute resolution or consumer protection requirements under applicable law.

22. AMENDMENTS TO THESE TERMS

Savvy Concepts reserves the right to amend, update or revise these Terms and Conditions from time to time to reflect changes in its services, business operations, technology, commercial practices or applicable legal requirements.

The latest version shall be published on the Company's website, together with its effective date.

Material changes shall be communicated to existing Clients where reasonably practicable. Changes shall not retrospectively alter rights and obligations under existing engagements without an appropriate legal basis or the parties' agreement.

Continued use of services after the effective date of revised Terms shall constitute acceptance of the changes to the extent permitted by law.

23. SEVERABILITY

If any provision of these Terms and Conditions is determined by a competent court or authority to be invalid, unlawful or unenforceable, that provision shall be severed or limited to the minimum extent necessary.

The remaining provisions shall continue in full force and effect.

24. ENTIRE AGREEMENT

These Terms and Conditions, together with any accepted quotation, invoice, proposal, service specification or separate written agreement, constitute the agreement between Savvy Concepts and the Client concerning the services or products procured.

They supersede previous discussions, understandings or representations relating to the same subject matter, except where expressly incorporated into a subsequent written agreement.

25. CONTACT AND COMMUNICATION

Any notices, complaints, requests or communications relating to these Terms and Conditions may be submitted through the official communication channels published on the Savvy Concepts website.

Savvy Concepts

Website: www.savvyconcepts.co.ke

Email: info@ savvyconcepts.co.ke

Telephone: +254 720 079413

Business Address: Karimini Highwayview Plaza

Country: Republic of Kenya

26. CLIENT ACKNOWLEDGEMENT AND ACCEPTANCE

By purchasing, accessing or using any service or product provided by Savvy Concepts, the Client confirms that:

1. They have read and understood these Terms and Conditions.
2. They agree to comply with the obligations applicable to the services or products procured.
3. They acknowledge that Savvy Concepts does not guarantee specific employment, funding, business, investment, commercial or technological outcomes.
4. They understand and accept the limitations of liability and exclusions of consequential losses contained in Clause 15, subject to applicable law.
5. They acknowledge their indemnification obligations under Clause 15.7.
6. They understand that the Company's maximum financial liability for a particular service or product is intended not to exceed the amount paid for that specific service or product, to the extent permitted by applicable law.
7. They acknowledge that statutory rights and liabilities that cannot legally be excluded or restricted remain unaffected.

BY ENGAGING SAVVY CONCEPTS, THE CLIENT ACKNOWLEDGES AND ACCEPTS THESE TERMS AND CONDITIONS.