

## **TERMS AND CONDITIONS**

**Last Updated:** 20<sup>th</sup> May 2026

Welcome to the Mosara Kenya Limited website (“Mosara”, “we”, “our”, or “us”).

These Terms and Conditions govern your access to and use of our website, products, services, social media interactions, and any purchases made directly from us or through authorised third-party channels.

By accessing or using this Website, you agree to be bound by these Terms and Conditions. If you do not agree, you should not use this Website.

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### **1. DEFINITIONS**

In these Terms and Conditions:

**“Authorised Retailer”** means any retailer, distributor, reseller, marketplace, or commercial partner approved by Mosara to sell Mosara Products.

**“Content”** means all text, images, videos, graphics, product descriptions, logos, trademarks, branding materials, website layouts, packaging designs, advertisements, and other materials appearing on the Website or associated platforms.

**“Customer”, “you”, or “your”** means any person accessing the Website, engaging with Mosara, or purchasing Products.

**“Direct Purchase”** means a purchase made directly from Mosara through WhatsApp, telephone communication, social media referral, invoice, or any future direct sales platform operated by Mosara.

**“Intellectual Property”** means all trademarks, copyrights, trade dress, product names, logos, designs, branding elements, website content, photographs, videos, packaging designs, formulations, marketing materials, and proprietary business information belonging to Mosara.

**“Marketplace Platform”** means any third-party e-commerce or marketplace platform through which Mosara Products may be sold, including but not limited to [Jumia Kenya](#).

**“Products”** means all hair care, scalp care, cosmetic, moisture, protein, repair, treatment, and related products manufactured, marketed, distributed, or sold by Mosara.

**“Website”** means [www.mosara.co.ke](http://www.mosara.co.ke) and all associated pages, subdomains, and digital platforms controlled by Mosara.

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### **2. ELIGIBILITY TO USE THE WEBSITE**

By using this Website, you confirm that:

- you are legally capable of entering into binding agreements;
  - you will use the Website lawfully and responsibly;
  - you will not misuse the Website or interfere with its operation.
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### **3. WEBSITE USE**

You agree not to:

- copy, reproduce, republish, or exploit Website Content without written permission;
- interfere with Website functionality or security;
- introduce viruses, malicious code, or harmful technology;
- use automated systems to scrape Website data;
- impersonate Mosara or any third party;
- use the Website for fraudulent or unlawful purposes.

Mosara reserves the right to suspend or terminate access to the Website at any time without notice.

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### **4. PRODUCT INFORMATION DISCLAIMER**

Mosara strives to ensure that all product descriptions, images, ingredient references, instructions, and other information are accurate. However:

- product packaging may vary from Website images;
- ingredient sourcing may change from time to time;
- colours and textures may appear differently depending on device settings;
- information on the Website is provided for general informational purposes only.

Mosara reserves the right to modify, discontinue, repackage, rename, or reformulate Products at any time without notice.

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### **5. COSMETIC AND HAIR CARE DISCLAIMER**

Mosara Products are cosmetic and personal care products intended for general hair and scalp care use.

Unless expressly stated otherwise, Mosara Products are not intended to:

- diagnose medical conditions;
- cure diseases;
- replace professional dermatological or medical treatment.

Individual results may vary depending on:

- hair type;
- scalp condition;
- environmental factors;
- usage consistency;
- allergies or sensitivities;
- pre-existing conditions.

Customers are encouraged to:

- carefully review ingredients before use;
- perform a patch test before applying any Product;
- discontinue use immediately if irritation occurs;
- seek medical advice where necessary.

Mosara shall not be liable for:

- allergic reactions not reasonably foreseeable;
- misuse of Products;
- failure to follow usage instructions;
- combining Products with incompatible substances or treatments.

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## **6. NATURAL INGREDIENTS DISCLAIMER**

References to “natural ingredients”, “repair”, “restore”, “moisture”, “scalp treatment”, “dandruff management”, or similar descriptions are intended as cosmetic and general product descriptions only.

Such descriptions:

- do not constitute medical guarantees;
- do not guarantee specific outcomes;
- should not be interpreted as pharmaceutical or medical claims unless expressly stated.

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## **7. REGULATORY COMPLIANCE**

Mosara Products are manufactured and distributed in compliance with applicable Kenyan laws and regulatory requirements, including relevant standards issued by Kenya Bureau of Standards.

Nothing on this Website should be interpreted as limiting any rights available under applicable consumer protection laws.

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## **8. THIRD-PARTY MARKETPLACE SALES**

Mosara Products may be sold through third-party marketplace platforms including [Jumia Kenya](#).

Where purchases are made through a Marketplace Platform:

- the transaction may be subject to the marketplace's own terms and conditions;
- payment processing may be handled by the marketplace;
- return, refund, cancellation, and dispute policies may be governed by the marketplace;
- shipping and delivery timelines may depend on the marketplace or its logistics partners.

Customers are encouraged to review the relevant marketplace policies before completing purchases.

Mosara shall not be responsible for:

- marketplace platform outages;
- third-party payment processing issues;
- marketplace delivery delays;
- marketplace policy enforcement decisions.

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## **9. DIRECT PURCHASES**

Mosara may accept Direct Purchases through WhatsApp, social media referrals, telephone communication, invoices, or future direct ordering systems.

All Direct Purchases are subject to:

- product availability;
- order confirmation;
- payment confirmation;
- applicable delivery arrangements.

Mosara reserves the right to reject or cancel orders at its discretion.

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## **10. RETURNS, EXCHANGES, AND REFUNDS**

### **A. Marketplace Purchases**

Products purchased through third-party marketplaces are subject to the applicable marketplace's refund and return policies.

Customers should address such requests directly through the relevant marketplace platform.

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## B. Direct Purchases

Except where required by law or where a verified manufacturing defect exists:

- Mosara does not generally accept returns or exchanges for Direct Purchases;
- refunds are not guaranteed;
- opened or used Products may not be eligible for replacement or refund.

However, Mosara may, at its discretion, review complaints relating to:

- verified manufacturing defects;
- incorrect items supplied;
- damaged Products attributable directly to Mosara before dispatch.

Customers must report such issues within a reasonable time after delivery.

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## **11.SHIPPING AND DELIVERY DISCLAIMER**

Delivery timelines are estimates only and are not guaranteed.

Mosara shall not be liable for:

- courier delays;
- third-party logistics failures;
- loss occurring after handover to shipping providers;
- incorrect delivery information supplied by customers;
- delays caused by force majeure events.

Future delivery services facilitated through third-party providers, including Pickup Mtaani or similar logistics partners, may be governed by separate third-party terms.

Risk in Products may pass to the Customer upon dispatch or handover to the applicable courier or logistics provider.

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## **12.AUTHORISED RETAILERS**

Mosara may publish or maintain a list of Authorised Retailers.

Mosara reserves the right to:

- add or remove retailers;
- suspend reseller authorisation;
- update retailer information;

- refuse recognition of unauthorised sellers,

at any time and without notice.

Purchases from unauthorised sellers are made entirely at the Customer's own risk.

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### **13. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property associated with Mosara is owned by or licensed to Mosara.

You may not without prior written consent:

- reproduce or distribute Mosara Content;
- copy product packaging or branding;
- use Mosara trademarks or logos;
- create derivative products or confusingly similar branding;
- commercially exploit Mosara materials.

Unauthorised resale, counterfeit distribution, trademark misuse, or imitation packaging may result in legal action.

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### **14. USER-GENERATED CONTENT**

Where users:

- tag Mosara on social media;
- submit testimonials;
- upload reviews, photos, or videos;
- participate in promotions or campaigns,

you grant Mosara a non-exclusive, royalty-free licence to repost, reproduce, display, and use such content for marketing and promotional purposes unless you expressly object in writing.

Mosara reserves the right to remove user content at its discretion.

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### **15. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Mosara shall not be liable for:

- indirect or consequential losses;
- loss of profits or business opportunities;
- allergic reactions not reasonably foreseeable;
- dissatisfaction based on subjective expectations;
- interruptions to Website access;

- third-party service failures;
- courier or logistics failures;
- misuse of Products.

Nothing in these Terms excludes liability that cannot legally be excluded under Kenyan law.

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## **16. INDEMNITY**

You agree to indemnify and hold harmless Mosara, its directors, employees, agents, distributors, and affiliates from claims, liabilities, losses, damages, and expenses arising from:

- misuse of the Website;
  - misuse of Products;
  - violation of these Terms;
  - unlawful conduct by you.
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## **17. PRIVACY**

Mosara may collect and process personal information in accordance with applicable Kenyan data protection laws and its Privacy Policy.

By using the Website, you consent to such collection and processing.

A separate Privacy Policy may be published and updated from time to time.

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## **18. THIRD-PARTY LINKS**

The Website may contain links to third-party websites or platforms.

Mosara does not control and is not responsible for:

- third-party content;
- policies;
- services;
- security practices.

Access to third-party platforms is at your own risk.

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## **19. FUTURE WEBSITE FEATURES**

Mosara may introduce additional Website features including:

- customer accounts;

- subscriptions;
- loyalty programs;
- promotional campaigns;
- reviews;
- affiliate systems;
- discount codes;
- online ordering systems.

Additional terms may apply to such features when introduced.

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## **20.FORCE MAJEURE**

Mosara shall not be liable for delays or failures caused by events beyond its reasonable control including:

- natural disasters;
  - internet outages;
  - labour disputes;
  - pandemics;
  - government actions;
  - supplier disruptions;
  - transport interruptions.
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## **21.DISPUTE RESOLUTION**

In the event of a dispute arising from these Terms or use of the Website:

- (a) the parties shall first attempt to resolve the dispute amicably through negotiation and good faith discussions;
  - (b) where unresolved, the parties may refer the matter to mediation;
  - (c) if mediation fails, either party may commence proceedings before the courts of Kenya.
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## **22.GOVERNING LAW**

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

The courts of Nairobi, Kenya shall have jurisdiction over disputes arising from these Terms.

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## **23.CHANGES TO THESE TERMS**

Mosara reserves the right to amend these Terms and Conditions at any time without prior notice.

Updated versions shall become effective upon publication on the Website.

Continued use of the Website constitutes acceptance of the revised Terms.

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## **24. CONTACT INFORMATION**

For questions, complaints, or notices regarding these Terms and Conditions, please contact:

**MOSARA KENYA LIMITED**

Tel: 0142 097 353

Email: [Info@mosara.co.ke](mailto:Info@mosara.co.ke)

Website: [www.mosara.co.ke](http://www.mosara.co.ke)

P.O. BOX 69224 - 00610 Nairobi, Kenya.