



THE ARCHIVE WAREHOUSE

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WORKSPACE TERMS

Terms and Conditions

These terms describe the basic rules for accessing and using The Archive Warehouse digital archive and related workspace features.

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CONTENTS

- | | |
|----------------------------------|-----------------------------------|
| 1. Acceptance and scope | 6. Privacy and activity records |
| 2. Accounts and access | 7. Availability and support |
| 3. Acceptable use | 8. Suspension and account closure |
| 4. Customer records | 9. Changes to these terms |
| 5. Storage and service operation | 10. General provisions |

1. Acceptance and scope

In these terms, “the service provider” means The Archive Warehouse. “Your organization” means the client organization that holds your account. “Records” means documents and data uploaded to the workspace.

These terms apply to access to and use of The Archive Warehouse workspace, including its document archive, folders, search, upload, download, reporting, and related account features. By accepting these terms and using the workspace, you confirm that you have read and understood them and are authorized to use the service for your organization.

Your organization's separate agreement with the service provider may contain additional terms. If it conflicts with this document, the organization's agreement governs to the extent of the conflict.

2. Accounts and access

Access is provided to named user accounts assigned to an organization and, where applicable, a department and role. You may use only the records and features permitted by your assigned access.

- Keep your password and one-time verification codes confidential. Do not share your account or sign-in credentials.
- Sessions may time out, and use beyond your organization's permitted number of concurrent sessions may be restricted.
- Use the service only while authorized by your organization, and promptly notify your organization administrator if your role or authorization changes.
- Report suspected account compromise, unexpected access, or exposure of records to your organization administrator as soon as possible.
- Do not attempt to bypass authentication, role permissions, folder restrictions, or other security controls.

3. Acceptable use

You must use the workspace for lawful business and records-management purposes. You must have the rights and authority needed to upload, store, access, and share each record.

You must not upload malware or content intended to disrupt the service; access another organization's records without authorization; interfere with the service or its security; or use the workspace in a way that violates applicable law or another person's rights.

4. Customer records

Your organization retains its rights in the records it uploads. To operate the workspace, the service provider may store, reproduce, transmit, organize, and display those records as needed to provide the service, maintain security, and carry out the organization's instructions.

Your organization is responsible for the lawfulness, accuracy, classification, and retention requirements of its records, and for deciding which users should have access. Uploading a record does not transfer its ownership to the service provider.

Authorized provider personnel may access records only as needed to operate, support, and secure the service, and are bound by confidentiality obligations.

The workspace, its software, and The Archive Warehouse branding remain the property of the service provider or its licensors.

5. Storage and service operation

Records are stored using cloud storage services. The workspace may use service providers to deliver core functions such as file storage and email verification. Those providers process information as necessary to support the service.

Records are hosted with third-party infrastructure providers, which may be located outside Kenya. The service provider takes steps to ensure such transfers comply with applicable data protection law.

Access controls, department assignments, folder restrictions, and activity logging help protect records, but no online service can guarantee that unauthorized access, data loss, or interruption will never occur. Your organization should retain any independent copies required by its own continuity and records policies.

To the extent permitted by law, the service provider is not liable for indirect or consequential loss, and its total liability is limited to the fees paid by your organization to the service provider in the 12 months preceding the event giving rise to the claim.

Retention, export, and deletion of records are handled according to the organization's arrangements and applicable requirements. Removing a record from the active workspace may not immediately remove copies held in backups or required system logs. Backups are retained for 90 days and audit logs for one year.

6. Privacy and activity records

The service processes account details, authentication information, uploaded records, and technical information needed to operate and secure the workspace. One-time verification codes are sent to the email address associated with your account.

Actions such as sign-in, upload, download, preview, and permission changes may be recorded in audit logs for security, troubleshooting, and accountability. Your organization determines who may review those records and is responsible for informing its users about its own data practices.

For records uploaded by your organization, your organization is the data controller and the service provider acts as data processor, handling records on your organization's instructions in line with the Data Protection Act, 2019.

If the service provider becomes aware of unauthorized access to an organization's records, it will notify that organization's administrator without undue delay.

7. Availability and support

The workspace and its features may be updated, changed, suspended, or temporarily unavailable for maintenance, security, or operational reasons. The service provider will take reasonable steps to operate the service, but uninterrupted availability is not guaranteed by these terms.

For account access, department assignment, or organization-specific records questions, contact your organization's administrator or the support channel provided by your organization.

8. Suspension and account closure

Your organization may change or end your access when your duties or authorization change. Access may also be suspended when necessary to protect the service, its users, or records, or to address suspected misuse or a legal requirement.

When access ends, your organization remains responsible for arranging any needed export, retention, or transfer of its records under its service arrangements.

9. Changes to these terms

These terms may be revised as the service or its requirements change. When a new version is introduced, users will be asked to review and accept that version before continuing to sign in. Acceptance applies to the version shown at the time of acceptance; a later version requires renewed acceptance. Each acceptance is recorded with the version, date, and time.

10. General provisions

These terms should be read together with the organization's service arrangements and applicable privacy information. If any provision cannot be applied in a particular situation, the remaining provisions continue to apply to the extent permitted by law.

Nothing in these terms removes rights or protections that cannot lawfully be excluded. Questions about your account or organization's use of the workspace should be directed to your organization administrator.

These terms are governed by the laws of Kenya, and disputes are subject to the jurisdiction of Kenyan courts.

For legal and privacy enquiries, contact: The Archive Warehouse, P.O. Box 8125-00100, Telephone: 0202002970, Email: info@thearchivewarehouseke.com.