

Wingi Global Chatbot Terms of Use and Privacy Policy (beta)

Effective Date: April 30, 2025

Welcome to the Wingi Global virtual assistant service ("Emily"). By interacting with Emily, you agree to the following Terms of Use and Privacy Policy. Please read them carefully.

1. Purpose of the Chatbot

Emily is a virtual assistant powered by automation and natural language understanding, serving as a Customer Success Manager for Wingi Global. Emily's role is limited to:

- Collecting product sourcing requirements from prospective customers.
- Qualifying leads by asking structured questions.
- Preparing the input required for a formal quotation by Wingi's sourcing team.

Emily is not authorized to:

- Discuss or provide support on unrelated topics.
- Commit to shipping timelines or delivery guarantees.
- Make final commitments or contractual agreements.

2. Terms of Use

By using Emily:

- You acknowledge that Emily is a digital assistant and not a human agent.
- You acknowledge that AI can make mistakes or provide inaccurate information.
- You agree to provide accurate and truthful information to facilitate an accurate quotation.
- You understand that Emily may make reasonable inferences based on the information you provide, in order to streamline the quotation process.
- You accept that any recommendations, summaries, or product discussions are not legally binding quotations.

2.1. Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of Kenya, without regard to its conflict of law principles. Any legal action or proceeding arising out of or related to these Terms of Use or your use of Emily shall be brought exclusively in the courts located in Nairobi, Kenya.

2.2. Dispute Resolution

In the event of any dispute arising under these Terms of Use, the parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may pursue any remedies available to them under the governing law.

2.3. Limitation of Liability

To the maximum extent permitted by applicable law, Wingi Global, its affiliates, officers, directors, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from

- (i) your access to or use of or inability to access or use Emily;
- (ii) any conduct or content of any third party on Emily;
- (iii) any content obtained from Emily; and
- (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not Wingi Global has been informed of the possibility of such damage.

2.4. Indemnification

You agree to defend, indemnify, and hold harmless Wingi Global and its licensees and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of

- (a) your use and access of Emily, by you or any person using your account;
- (b) a breach of these Terms of Use; or
- (c) your violation of any law or the rights of a third party.

2.5. Termination

Wingi Global may terminate or suspend your access to Emily immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms of Use. Upon termination, your right to use Emily will immediately cease.

2.6. Intellectual Property

The chatbot Emily, its original content (excluding user-provided input), features, and functionality are and will remain the exclusive property of Wingi Global and its licensors. Emily is protected by copyright, trademark, and other laws of both Kenya and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Wingi Global.

2.7. Severability

If any provision of these Terms of Use is held to be invalid or unenforceable by a court,

the remaining provisions of these Terms of Use will remain in effect.

2.8. Entire Agreement

These Terms of Use constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding Emily.

3. Data Collection and Use

Emily collects data solely for the purpose of generating a quotation. This data includes:

- Product specifications: quantity, size, color, material, branding, certifications, etc.
- Intended use of the items (when volunteered or prompted).
- Customer contact details (e.g., name, phone number, and/or email address if provided).

Collected data will be used to:

- Facilitate quotation preparation by the sourcing team.
- Communicate with you regarding your sourcing request.
- Improve the chatbot's performance and the quality of service.

3.1. Legal Basis for Processing

We process your personal data based on your consent, which you provide by using Emily and accepting this policy. We also process data where necessary for the performance of a contract (the sourcing request) or for our legitimate business interests in improving our service.

3.2. Data Retention Period

We will retain your personal data only for as long as is necessary for the purposes set out in this Privacy Policy, typically for the duration required to process your sourcing request and for a reasonable period thereafter for record-keeping and service improvement purposes. We will delete or anonymize your data when it is no longer needed.

3.3. User Rights

Depending on applicable data protection laws, you may have the following rights regarding your personal data:

- The right to access the personal data we hold about you.
- The right to request correction of any inaccurate or incomplete data.

- The right to request deletion of your personal data.
- The right to restrict the processing of your personal data.
- The right to object to the processing of your personal data.
- The right to data portability (receiving your data in a structured, commonly used, and machine-readable format).
- The right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

To exercise these rights, please contact us using the information provided in Section 9.

3.4. Data Security Measures

We implement reasonable technical and organizational measures designed to protect your personal data from unauthorized access, disclosure, alteration, and destruction. However, please be aware that no method of transmission over the Internet or method of electronic storage is 100% secure.

3.5. Children's Privacy

Emily is not intended for use by individuals under the age of 18. We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

3.7. International Data Transfers

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

Wingi Global operates globally, and by using Emily, you consent to the transfer of your information to any country where Wingi Global or its service providers operate. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and applicable data protection laws, including implementing appropriate safeguards for international transfers.

4. Data Storage and Sharing

- Your data will be stored securely and only accessed by Wingi Global personnel involved in the sourcing and logistics process.
- We do not sell, rent, or share your personal data with third parties for advertising or unrelated commercial purposes.

- Data may be transferred to or stored in countries where Wingi Global or its service providers operate, in compliance with applicable data protection laws.

5. Limitations and Disclaimers

- Emily is an automated assistant. Any errors, omissions, or misunderstandings arising from automated interaction should be clarified with a human agent.
- All quotations are subject to review and confirmation by Wingi Global staff.
- Due to the variability of international shipping, Emily cannot provide guaranteed delivery timelines.

6. User Responsibilities

You are responsible for:

- Providing accurate, complete, and lawful information.
- Complying with local laws when submitting sourcing requests (especially for regulated or certified items).
- Understanding that communications through Emily are not encrypted end-to-end, and avoiding submission of sensitive or confidential information.

7. User Consent

By continuing to use Emily:

- You consent to the processing of your information for the purpose of preparing a sourcing quotation.
- You accept the terms laid out in this Terms of Use and Privacy Policy document.

8. Changes to the Policy

Wingi Global may update this policy from time to time. Continued use of Emily after changes constitutes acceptance of the revised terms.

9. Contact Information

If you have questions or concerns regarding how your data is used, or wish to access, correct, or delete your personal information, please contact:

Wingi Global

Email: support@wingiglobal.com