

FILAMU+ USER TERMS OF SERVICE

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Effective Date: October 2025 | Jurisdiction: Republic of Kenya

Welcome to Filamu+! These Terms of Service ("Terms") govern your use of the Filamu+ transactional video-on-demand platform ("Platform") operated by Filamu Entertainment Limited ("we", "our", "us"). By creating an account, purchasing content, or otherwise using the Platform, you agree to these Terms.

USE OF PLATFORM

Filamu+ allows you to purchase and stream African films, series, shorts, and podcasts for personal, non-commercial use. You must be at least 18 years old or have parental consent. You agree not to copy, distribute, modify, or publicly display any content without written permission.

PAYMENTS AND REFUNDS

All payments are processed through secure third-party gateways (Paystack, M-Pesa, mobile money, or card). Each film or episode is sold as pay-per-view. Purchases are non-refundable except in cases of technical error or unavailability of purchased content.

PAYMENTS, TAXES, AND REFUNDS

You can acquire Content on our Services for a charge, referred to as a "Transaction." Each Transaction is an electronic contract between you and Filamu+.

Filamu+ will charge your selected payment method for any paid Transactions, including any applicable taxes. If you have also added it to your Filamu+ Wallet, Filamu+ may charge your selected payment method in Filamu+ Wallet using Filamu+ Pay. You can associate multiple payment methods with your Filamu+ Account, and you agree that Filamu+ may store and charge those payment methods for Transactions.

If your primary payment method cannot be charged for any reason (such as expiration or insufficient funds), you authorize Filamu+ to attempt to charge your other eligible payment methods in order from top to bottom as they appear on your account settings payments page. If we cannot charge you, you remain responsible for any uncollected amounts, and we may attempt to charge you again or request that you provide another payment method. If you pre-order Content, you will be charged when the Content is delivered to you (unless you cancel prior to the Content's availability). In accordance with local law, Filamu+ may automatically update your payment information regarding your payment methods if provided such information by the payment. Filamu+ may suspend or cancel payment or refuse a refund request if we find evidence of fraud, abuse, or unlawful or other manipulative behavior that entitles Filamu+ to a corresponding counterclaim.

CONTENT OWNERSHIP

All films and related materials are owned by their respective creators or licensors. Filamu+ provides access under a limited, non-transferable license. Unauthorized downloading or sharing is strictly prohibited and may result in suspension or legal action.

PRIVACY AND DATA PROTECTION

We collect and process user data in compliance with the Data Protection Act (Kenya, 2019) and GDPR principles. We may collect contact, payment, and usage data solely to operate and improve our services. For more details, see our Privacy Policy.

TERMINATION

We reserve the right to suspend or terminate accounts for violations of these Terms or unlawful behavior. Upon termination, all access granted to you will immediately end.

LIMITATION OF LIABILITY

Filamu + shall not be liable for indirect, incidental, or consequential damages arising from your use of the Platform. Content is provided "as is" without warranty of any kind.

GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of the Republic of Kenya.

PERMISSIONS AND RESTRICTIONS

You may access and use the Service as made available to you, as long as you comply with this Agreement and the law. You may view or listen to Content for your personal, non-commercial use. The following restrictions apply to your use of the Service. You are not allowed to: access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as specifically permitted by the Service; (b) with prior written permission from Filamu+ and, if applicable, the respective rights holders; or (c) as permitted by applicable law; circumvent, disable, fraudulently engage with, or otherwise interfere with the Service (or attempt to do any of these things), including security-related features or features that: (a) prevent or restrict the copying or other use of Content; or (b) limit the use of the Service or Content; access the Service using any automated means (such as robots, botnets or scrapers) except: (a) in the case of public search engines, in accordance with Filamu+'s robots.txt file; (b) with Filamu+'s prior written permission; or (c) as permitted by applicable law; collect or use any information that might identify a person (for example, harvesting usernames or faces), unless permitted by that person or allowed under section 3 above; use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations (spam); cause or encourage any inaccurate measurements of genuine user engagement with the Service, including by paying people or providing them with incentives to increase a video's views, likes, or dislikes, or to increase a channel's subscribers, or otherwise manipulate metrics; misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;

Reservation

Any right not expressly granted to you in this Agreement remains the right of Filamu+ or the respective rights holders. This means, for example, that using the Service does not give you ownership of any intellectual property rights in the Content you access (including any branding used on or displayed in the Service).

SERVICES AND CONTENT USAGE RULES

Your use of the Services and Content must follow the rules set forth in this section ("Usage Rules"). Any other use of the Services and Content is a material breach of this Agreement. Filamu+ may monitor your use of the Services and Content to ensure that you are following these Usage Rules.

All Services:

You may use the Services and Content only for personal, noncommercial purposes (- Filamu+'s delivery of Services or Content does not transfer any commercial or promotional use rights to you, and does not constitute a grant or waiver of any rights of the copyright owners.

You can use Content from up to three (3) different Filamu+ Accounts on each device.

You may not manipulate play counts, downloads, ratings, or reviews via any means — such as (i) using a bot, script, or automated process; or (ii) providing or accepting any kind of compensation or incentive.

You may not use any software, device, automated process, or any similar or equivalent manual process to scrape, copy, or perform measurement, analysis, or monitoring of, any portion of the Content or Services.

It is your responsibility not to lose, destroy, or damage Content once downloaded. We encourage you to back up your Content regularly.

You may not tamper with or circumvent any security technology included with the Services or Content.

You may access our Services only using Filamu+'s software, and may not modify or use modified versions of such software.

DOWNLOADS

You may be limited in the amount of Content you may download, and some downloaded Content may expire after a given amount of time after downloaded or first played. Certain Content may not be available for download at all.

You may be able to redownload previously acquired Content ("Redownload") to your devices that are signed in with the same Filamu+ Account ("Associated Devices").

Content also may be removed from our Services at any time (for instance, because Filamu+ loses its right from the Content provider to make it available), after which it cannot be downloaded, redownloaded, or otherwise accessed from Filamu+. We encourage you to back up your Content regularly.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

Filamu+ does not guarantee, represent, or warrant that your use of the services will be uninterrupted or error-free, and you agree that from time-to-time Filamu+ may remove the services for indefinite periods of time, cancel the services at any time, or otherwise limit or disable your access to the services without notice to you. you expressly agree that your use of, or inability to use, or activity in connection with the services is at your sole risk. the services and all content delivered to you through the services are (except as expressly stated by Filamu+) provided "as is" and "as available" for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement. because some jurisdictions do not allow the exclusion of implied warranties, the above exclusion of implied warranties may not apply to you.

you agree that unless required by applicable law, Filamu+ has no responsibility to continue making content available to you through our services, and Filamu+ will not be liable to you if content, including purchased content, becomes unavailable for download, redownload, or streaming.

in no case shall Filamu+, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the services or for any other claim related in any way to your use of the services and/or content, including, but not limited to, any errors or omissions in any content, or any injury, loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the services, even if advised of their possibility. because some countries, states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such countries, states or jurisdictions, Filamu+'s liability shall be limited to the extent such limitation is permitted by law.

Filamu+ shall use reasonable efforts to protect information submitted by you in connection with the services, but you agree that your submission of such information is at your sole risk, and you hereby release Filamu+ from any and all liability to you for any loss or liability relating to such information in any way.

Filamu+ does not represent or guarantee that the services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and you hereby release Filamu+ from any liability relating thereto. you shall be responsible for backing up your own system, including any content purchased or acquired through the services.

Filamu+ is not responsible for data charges you may incur in connection with your use of the services.

WAIVER AND INDEMNITY

By using the services, you agree, to the extent permitted by law, to indemnify and hold Filamu+, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement, your use of the services, or any action taken by Filamu+ as part of its investigation of a suspected violation of this agreement or as a result of its finding or decision that a violation of this agreement has occurred. you agree that you shall not sue or recover any damages from Filamu+, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or deny access to any information or content, to suspend or terminate your access to the services, or to take any other action during the investigation of a suspected violation or as a result of Filamu+'s conclusion that a violation of this agreement has occurred. this waiver and indemnity provision applies to all violations described in or contemplated by this agreement.

CONTACT

For questions about these Terms, please contact us at info@filamuent.com or +254 721 379939.

By continuing to use Filamu+, you confirm that you have read and agree to these Terms of Service.