

Online commerce Terms and Conditions

By Integral Media Limited

Terms and Conditions for purchase of Physical Products

Toiduka, Babylove Network and Midwife Link are registered brands owned by Integral Media Limited.

Their addresses are toiduka.com, babylovenetwork.com and midwifelink.com

The Terms and Conditions below apply to access, use of our online facilities and supply of goods bought and ordered through Toiduka, Babylove Network and Midwife Link. By ordering the goods, you acknowledge acceptance of our Terms & Conditions.

Terms and Conditions

1. Purchase of goods on our online facilities can be done by completing the order forms available on our sites.
2. One has to be a registered member to make purchases from any of our sites.
3. The buyer must be at least 18 years of age. Order placement confirms that one is at least 18 years of age and that the age information provided is accurate.
4. The Company reserves the sole right to cancel any order if the profile information of the buyer is found to be inaccurate.
5. In case a payment has already been done on the occasion of cancellation by the Company, we a refund will be done less delivery charges and applicable taxes.
6. Special offers will be provided from time to time in relation to the goods and/or services.
7. Special offers maybe terminated without advance notice. If halted or terminated, a special offer will continue to apply to goods or services you ordered in accordance with the Terms & Conditions before the special offer was terminated.
8. All prices are in Kenyan Shilling. They are inclusive applicable taxes but exclude delivery charges. All prices are subject to change without prior notice.
9. The full payment plus delivery charges must be made to the provide LIPA NA MPESA number. Delivery will be made once payment has been confirmed.
10. You may experience short delays if your order involves large transactions or quantities or bulky items. Large transactions may require additional screening and confirmation before we proceed to fulfil the order. In this event a telephone and email confirmation will be done.
11. Orders are subject to cancellation in case there were errors on wrong pricing, wrong description and offers on products or services that are no longer available.
12. The goods and services offered for sale will be subject to availability. Buyers will be contacted if an item is out of stock and cancellation of the order will be acceptable. A full refund will be done on total costs charged during check out on payments already received. However a buyer will have the option of substituting the out of stock item with another item that is on stock.
13. The delivery charges will be reflected on check out during ordering i.e. once you enter the destination. To ensure successful delivery, the buyer will be required enter the correct delivery address at the time of making an order. Delivery in Nairobi and its environs will be done within 48 hours of purchase and payment. For destinations outside Nairobi delivery will be done within 72-96 hours depending on the distance. On notice that an order has not arrived within the stipulated time we will make an inquiry with the courier service provider and endeavor to notify you of the cause of delay and its expected duration. However, late deliveries do not warrant the buyer to cancel orders made or seek refunds.
14. Deliveries will be done between 8.00am to 5.00pm on Monday to Friday. Buyer should be available to sign the delivery note for the item or appoint an adult to sign receipt on their behalf. In case the buyer appoints another person to act on their behalf, he/she will communicate with Integral Media Ltd and the appointed adult will be required to identify himself/herself. Office deliveries are done upon your confirmation to the Company that your

work place policies allow such deliveries. In such cases, placing an order and requesting an office delivery will act as confirmation.

15. Integral Media Ltd will not be held liable for any damages or loss of items resulting from late or non-delivery. All goods are normally accompanied with a delivery note. If the buyer chooses not to sign for the item/s delivered, they are held liable for any loss or damage after delivery of the purchased goods. In the case the buyer receives damaged good, then we may issue credit for costs charged or send a replacement item. The buyer should notify us on the item condition within 7 after delivery. One may be asked to provide proof of damage.
16. All goods ordered remain Integral Media Ltd property until all payments are done in full.
17. Integral Media Ltd may accept exchange if the item is returned within 14 days of purchase and original sale receipt provided. The item must be in its original condition and not tampered with. All seals and labels must be in place and the item not used.
18. Goods returned that do not comply with the above requirements will be returned to the buyer by the Company at the buyers risk and expense.
19. Before signing off the sale receipt ensure the item does not have any discrepancies.
20. Terms and Conditions may be altered from time to time; the altered version will be posted on our site. The altered Terms and Conditions will only apply to goods ordered after the alteration takes effect.

Integral Media Ltd

Terms and Conditions applicable to Subscriptions and Downloads

Integral Media Ltd offers a wide range of digital products such as maternity packages, magazines and articles and downloads such as E-books, Podcasts, Videos and Educational PDFs. Most of these online resources are accessible to our users through subscription packages that we offer to our clients. These terms and conditions apply to all the above. By subscribing to our services, the user proves that he/she is above 18 years old and automatically agrees to our Terms and Conditions.

1. The user is responsible for their own connection logistics i.e. internet connectivity, network availability, required software and hardware. Integral Media Ltd will not be liable for any damages or refunds should the user fail to connect to our sites due to lack of appropriate user logistics.
2. Each download or online services we offer have different subscription packages therefore you should always double check the packages offered and subscription period offered on the web page which sets out its price and period of access.
3. Each subscription or access right is personal to the subscriber therefore making it a non-exclusive and non-transferable.
4. Online access and downloads will only be due to the user once an order has been accepted, paid for and security token accepted. The subscriber may need to acknowledge certain terms of use to access Magazines, BLN Videos, BLN Podcasts and BLN Blogs. Integral Media Ltd reserves the full control over our productions and reserves the right to make changes including our editorial approach, right to remove content which may be deemed contentious or unlawful, make changes to the look, feel and functionality of our productions.
5. When a subscription request is made, it will be for a period of time stated on the subscription package the subscriber has chosen. A subscriber is not entitled to cancel the subscription during the subscription period. The subscription period commences once payment has been made and confirmed. If the subscriber opts for Pay per View option, this will be for the period stated on the subscription page and no cancellations shall be permitted. Any renewed subscriptions will be subject to these Terms and Conditions. Cancellations for downloads are not acceptable once payment has been done as this is when the download process starts.
6. All subscription packages and access rights are subject to availability and will continue to be owned by Integral Media Ltd. In the case where we are unable to supply any subscriptions for the agreed term, we will inform the subscriber immediately and provide a pro rated refund. However Integral Media Ltd will not be liable for any losses whether direct or indirect, or any losses caused as a result of failure of access to our resources for periods subscribed to.

7. Once the subscriber chooses the subscription package, the total cost will be reflected or indicated on the website and will be exclusive of any applicable taxes. A subscription order can be made through the website, email or phone. A subscription order can be accepted or declined, in case your order has been accepted, you will be prompted to make payment via our payment gateway. Your payment will be processed by us and we will confirm if your payment has been validated via a text message. A binding contract comes into effect once we contact you to confirm success of your order. This is however conditional upon these Terms and Conditions.
8. Once the subscription is accepted, the subscriber will be responsible for maintaining confidentiality of their online account and password.
9. By accepting our terms and conditions you agree to take full responsibility of all activities that occur under your account. Should you suspect that someone else other than you has access to your account, inform us immediately via email subscriptions@babylovenetwork.com
10. Integral Media Ltd takes all measures to ensure that prices we display are accurate, however errors may occur, if we discover any errors in the prices for subscriptions ordered, we will inform the subscriber immediately giving the subscriber the option of recommencing the order at the correct price or cancelling the order. Refunds will be done in cases where the subscriber was overcharged. In instances where we are unable to contact the subscriber, we will treat the order as cancelled.
11. All payments should be done strictly via our payment gateway solutions, including mobile (phone) money. Integral Media does not accept any cash or cheque payments and shall not be responsible for any losses incurred by a user as a result of payments made in cash or cheques. An access code/ security token will be sent to your phone number if you have made a mobile (phone) money payment.
12. It is permissible to download any subscribed Integral Media Ltd productions for print, view, listen to or save in small portions for personal use. However no part of Integral Media productions may be used for commercial purposes without the prior, express written consent of Integral Media.
13. All content on our website or within our products are protected by Kenyan and other international intellectual property laws and are owned by Integral Media Ltd. Unless expressly permitted in writing, no part of the website may be reproduced or stored in any medium not limited to broadcasting in public.
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16. You must use our website for lawful purposes only. You may not use the website to commit fraudulent or criminal acts, to send or use material that is illegal, offensive, defamatory, indecent or obscene or in breach to our copyrights, trademarks and privacy or harmful to third parties or contains software viruses designed to affect the operation of any computer hardware or software.
17. Integral Media Ltd websites may contain links including hyperlinks which may direct you to other sites outside Integral Media Ltd website(s). The links are provided for your convenience, and inclusion of any link does not indicate endorsement or approval by us of the linked website, its operator or content. Integral Media has no control over the contents or functionality of those sites and therefore accepts no responsibility for any loss or damages that may arise from your use of them.
18. Integral Media Ltd reserves the right to make changes to our website, web policies, and these terms and conditions at any time. You will be subject to the general policies and conditions in force at the time that you use the website or that you order goods from us
19. To the fullest extent permitted by law, this Agreement will be governed by the laws of Kenya and shall be governed and construed in accordance with the laws of Kenya whose courts shall have exclusive jurisdiction.

Integral Media Ltd

Terms and Conditions applicable to E-learning & Training

These terms and conditions govern the use of Integral Media Ltd online educational and training material. By

Proceeding to these materials you are agreeing to these Terms and Conditions. Integral Media Ltd online educational and training material is copyrighted and may not be copied, photocopied or reproduced in any form without written consent from Integral Media Ltd. Violation of these will lead to legal prosecution. By subscribing to our services, the user proves that he/she is above 18 years old and automatically agrees to our Terms and Conditions.

1. Integral Media Ltd has ensured that educational and training material provided on the website is accurate and up to date hence we will not be held liable of any mistakes that occur during printing or faulty instructions contained in the printed materials. However Integral Media Ltd makes no promises as to the quality of the content found in the educational and training materials. Information in these materials is subject to change without any prior notice to the members.
2. Unless otherwise openly stated, the educational and training materials on the website are provided "as is", and are accessible to registered members only.
3. Integral Media Ltd will not be liable for any damages whether significant or insignificant that may arise out of the lack of ability to apply or use content provided in the educational or training materials.
4. Each member of www.babylovenetwork.com is provided with a unique user ID and password in which they will use to gain access to the website. The member should under no circumstances share the user ID and password to a third party. Breach to the above will lead to suspension of the account.
5. Members are permitted through written consent from Integral Media Ltd to produce a single hard copy of the education or training material for personal use. Under no circumstances shall members reproduce any of the material for commercial purposes. Duplicate or reprint of the material shall lead to suspension of the member's account.
6. No part of the Website that is including logos, graphics or images maybe reproduced without written consent from Integral Media Ltd.
7. Permission will be granted to download any educational or training material for personal, informational and non-commercial use. The material may not be copied or posted in any media. No modifications may be made to the educational and training materials. Breach of any of the above will lead to termination of membership. Any unauthorized use of any materials contained in our website violates our copyright and trademarks laws as well as our public and private policies.
8. Integral Media Ltd websites may contain links including hyperlinks which may redirect you to other sites not maintained by Integral Media Ltd website. Integral Media Ltd is not responsible for the content of those sites and has no control over functionality of the sites hence will not accept responsibility for any loss or damages that may arise from your use of the sites.
9. The user is responsible for all the logistics i.e. internet connectivity, network availability, required software and hardware required to access the educational and training materials. Integral Media will not be liable for damages or refunds should our sites become unavailable or inaccessible due to lack of the above logistics.
10. Changes in the educational and training materials will be made without any prior notice. However Integral Media Ltd will notify the members of these changes.