

# Mirako Homes Terms and Conditions

## Mirako Homes Terms and Conditions

*Last Updated: 26th February 2025*

Welcome to Mirako Homes (“Website”, “Service”, “we”, “us”, or “our”). By accessing or using this Website—including but not limited to browsing property listings, investing in properties, or engaging with our career portal for blog writing (“Services”)—you agree to be bound by these Terms and Conditions (“Terms”). If you do not agree with any part of these Terms, please do not use our Services.

### 1. Definitions

- **Property Seeker:** Any user registering to browse, inquire about, or Leasepurchase/rent properties listed on our Website.
- **Property Owner/Agent:** Any user who creates an account to list properties for sale, rent, or investment, including agents or owners.
- **Career Member:** Any user who registers to participate in our career portal to create and publish content or any other activity and potentially earn compensation.
- **User Content:** Any content (including text, images, videos, and other materials) that you upload, post, or otherwise provide through the Services.
- **Investment Service:** Features that allow users to view, participate in, or invest in properties listed or not listed on the Website.
- **Account:** A personalized profile created by a user to access specific Services.

### 2. Acceptance of Terms

By using our Website or any Services provided herein, you agree to these Terms and our Privacy Policy (which is incorporated herein by reference). Your continued use of the Website signifies your acceptance of any changes to these Terms, which may be updated from time to time.

### 3. Description of Services

Mirako Homes offers the following Services:

- **Property Listings:** A platform for property seekers to search for and view listings posted by property owners or agents.
- **Property Investments:** Information and opportunities for users to invest in properties listed on the Website.
- **Career Portal:** A dedicated portal where users may register to create and publish content or any form of activity. Qualified members can earn compensation based on agreed-upon terms.

## 4. User Registration and Account Responsibilities

- **Eligibility:** You must be at least 18 years old and have the legal capacity to enter into this agreement. If you are registering on behalf of a business or entity, you represent that you have the authority to bind that entity.
- **Account Creation:** To access certain Services, you will be required to create an account and provide accurate, complete, and current information. You agree to update your account information as necessary.
- **Security:** You are responsible for maintaining the confidentiality of your account credentials. Notify us immediately if you suspect any unauthorized use of your account.

## 5. User Obligations and Prohibited Conduct

You agree to use the Website and Services only for lawful purposes and in accordance with these Terms. Prohibited activities include, but are not limited to:

- Providing false, misleading, or inaccurate information.
- Violating any applicable law, regulation, or third-party rights.
- Engaging in fraudulent, deceptive, or harmful practices.
- Uploading or distributing malicious software, viruses, or harmful content.
- For property listings: misrepresenting property details, prices, or investment risks.
- For the blog writing portal: posting content that is defamatory, plagiarized, or that infringes on intellectual property rights.

Failure to comply may result in suspension or termination of your account and access to our Services.

## 6. Property Listings and Investment Disclosures

- **Accuracy of Information:** While we strive to ensure that all property listings and investment information are accurate and up-to-date, Mirako Homes is not responsible for errors or omissions. All information is provided “as is” and should be independently verified.
- **Investment Risks:** Any property investment opportunity is subject to market risks. You acknowledge that investments may result in loss, and you are solely responsible for performing your own due diligence.
- **No Guarantee:** We do not guarantee the authenticity, accuracy, or reliability of any listings, nor do we act as a broker or agent in property transactions.

## 7. Career Portal – Terms

- **Content Submission:** When you submit content via our blog writing career portal, you warrant that the content is your original work, does not infringe any intellectual property rights, and complies with all applicable laws.
- **License Grant:** By submitting content, you grant Mirako Homes a worldwide, irrevocable, royalty-free license to use, modify, reproduce, and distribute your content in connection with our Services and promotional activities.

- **Compensation:** Any compensation for blog writing services will be outlined in a separate agreement or communicated via the career portal. Your participation does not guarantee payment unless all agreed-upon requirements are met.
- **Editorial Control:** We reserve the right to edit, modify, or remove any content at our sole discretion, without notice.

## 8. Intellectual Property

- **Ownership:** All content provided by Mirako Homes, including text, images, designs, and trademarks, is owned by us or our licensors and is protected by intellectual property laws.
- **User Content:** You retain any rights you hold in your User Content; however, by submitting such content, you grant us the license to use it as described in Section 7.
- **Prohibited Use:** You may not copy, reproduce, modify, or distribute any content from our Website without our prior written consent, except as expressly permitted by these Terms.

## 9. Disclaimers and Limitation of Liability

- **Disclaimer of Warranties:** The Website and Services are provided on an “as is” and “as available” basis. We make no warranties, express or implied, regarding the accuracy, reliability, or availability of the Services.
- **Limitation of Liability:** To the fullest extent permitted by law, Mirako Homes and its affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of the Website or Services, including any errors or omissions in any content provided.
- **Investment Disclaimer:** Property investments involve risk. You acknowledge that any investment decisions are made at your own risk and that we are not liable for any financial losses incurred.

## 10. Indemnification

You agree to indemnify, defend, and hold harmless Mirako Homes, its officers, directors, employees, affiliates, and agents from any claims, damages, obligations, losses, liabilities, costs, or expenses (including legal fees) arising from:

- Your use of the Website or Services.
- Your violation of these Terms.
- Your infringement of any intellectual property or other rights of any third party.

## 11. Termination

- **Termination by Us:** We reserve the right to suspend or terminate your account and access to the Services, without prior notice, for conduct that we believe violates these Terms or is harmful to our community.
- **Effect of Termination:** Upon termination, all rights granted to you under these Terms will immediately cease, and you must promptly stop using the Website and Services. The

provisions of Sections 8, 9, 10, 12, and any other section which by its nature should survive termination will remain in effect.

## 12. Governing Law and Dispute Resolution

- **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which Mirako Homes operates, without regard to its conflict of law principles.
- **Dispute Resolution:** Any disputes arising from or related to these Terms shall first be resolved through good-faith negotiations. If unresolved, disputes will be subject to binding arbitration in accordance with the rules of the applicable arbitration association. By using our Services, you waive any right to a trial by jury or to participate in a class action.

## 13. Changes to the Terms

We may update these Terms from time to time. We encourage you to review these Terms and Conditions periodically. Your continued use of the Website following any changes constitutes your acceptance of the revised Terms.

## 14. Contact Information

If you have any questions about these Terms or any of our Services, please contact us at:

### **Mirako Homes**

Email: [support@mirakohomes.com](mailto:support@mirakohomes.com)

Phone: +[254702008666](tel:254702008666)

*By using the Mirako Homes Website and Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.*