

Terms of Service

QE-JA Real Estate Management System
QE-JA Real Estate Management System | <https://www.qe-ja.com>

*Effective Date: 1 March 2026
Last Updated: 28 February 2026*

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the QE-JA Real Estate Management System platform ("Qeja", "the Platform"), operated by Hatari Technologies Limited ("we", "us", "our"). By accessing or using the Platform, you agree to be bound by these Terms.

If you are using the Platform on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

2. Description of Service

Qeja is a B2B property management platform that provides:

- Property and unit portfolio management
- Tenant lifecycle management (onboarding, management, offboarding)
- Financial services including M-Pesa payment verification and bank reconciliation
- AI-powered predictive analytics (payment patterns, vacancy forecasting, revenue projection, expense anomaly detection, tenant risk scoring)
- The Qeja Tenant Network for cross-property tenant screening
- Digital contracts, e-signatures, and automated invoicing
- Multi-channel communications (email, SMS, WhatsApp)
- Compliance and audit trail management

3. Account Registration

To use the Platform, you must:

- Provide accurate and complete registration information
- Maintain the security of your account credentials
- Promptly notify us of any unauthorized use of your account
- Be at least 18 years of age

You are responsible for all activities that occur under your account.

4. Subscription Plans and Pricing

4.1 Plans

The Platform offers multiple subscription tiers (Starter, Professional, Enterprise) with varying features and capabilities. Current pricing is available at www.qe-ja.com.

4.2 Billing

- Subscriptions are billed monthly or annually as selected
- All prices are in Kenya Shillings (KES) unless otherwise stated
- Prices are exclusive of applicable taxes (VAT, withholding tax)

4.3 Free Tier

The Starter plan is free with limited features. We reserve the right to modify or discontinue the free tier with 30 days' notice.

5. Acceptable Use

You agree not to:

- Use the Platform for any illegal purpose or in violation of any laws
- Submit false, misleading, or fraudulent information
- Attempt to gain unauthorized access to the Platform or other users' accounts
- Interfere with or disrupt the Platform's infrastructure
- Reverse engineer, decompile, or disassemble any part of the Platform
- Use the Platform to harass, abuse, or harm others
- Misuse the Qeja Tenant Network by submitting unverified or false tenant records

6. Qeja Tenant Network

The Qeja Tenant Network enables cross-property tenant screening. By participating:

- You agree to submit only accurate, verified information about tenant records
- Only verified negative records (evictions, confirmed unpaid balances, documented property damage) are shared
- Tenant consent is required before background checks are conducted
- You acknowledge that Network data is informational only and does not constitute a recommendation to accept or reject a tenant
- You are solely responsible for your tenancy decisions

7. AI-Powered Features

The Platform includes AI-powered analytics and predictions. You acknowledge that:

- AI predictions (payment defaults, vacancy forecasting, tenant risk scores) are probabilistic estimates, not guarantees
- AI insights should be used as one input among many in your decision-making
- We are not liable for business decisions made based on AI predictions
- AI models are continuously improved and outputs may change over time

8. Data Ownership

You retain ownership of all data you input into the Platform ("Your Data"). You grant us a limited license to process Your Data solely for the purpose of providing the Platform services.

We do not claim ownership of Your Data. Upon termination, you may export all Your Data in standard formats (CSV, JSON, PDF) at no additional charge.

9. Intellectual Property

The Platform, including its design, code, algorithms, AI models, and documentation, is the intellectual property of Hatari Technologies Limited. Your subscription grants you a non-exclusive, non-transferable license to use the Platform for its intended purpose.

10. Service Availability

We strive to maintain high availability but do not guarantee uninterrupted service. We may:

- Perform scheduled maintenance with advance notice
- Experience unplanned outages due to circumstances beyond our control
- Modify or update features to improve the Platform

11. Limitation of Liability

To the maximum extent permitted by law:

- The Platform is provided "as is" and "as available"

- We are not liable for indirect, incidental, special, or consequential damages
- Our total liability shall not exceed the fees paid by you in the 12 months preceding the claim
- We are not liable for decisions made based on AI predictions or Tenant Network data

12. Indemnification

You agree to indemnify and hold harmless Hatari Technologies Limited from any claims, damages, or expenses arising from your use of the Platform, your violation of these Terms, or your violation of any third-party rights.

13. Termination

Either party may terminate the subscription:

- You may cancel at any time through the Platform settings
- We may terminate for violation of these Terms with written notice
- Upon termination, you have 30 days to export your data before permanent deletion

14. Dispute Resolution

These Terms are governed by the laws of the Republic of Kenya. Any disputes shall be resolved through:

- Good faith negotiation (30 days)
- Mediation under the Nairobi Centre for International Arbitration
- If unresolved, binding arbitration in Nairobi, Kenya

15. Modifications

We may modify these Terms with 30 days' notice via email or the Platform. Continued use after the notice period constitutes acceptance.

16. Contact

For questions about these Terms, contact:

Hatari Technologies Limited
Nairobi, Kenya
Email: info@hataritech.com