

MIRACLE TECH GROUP COMPANY LIMITED

TERMS AND CONDITIONS

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INTRODUCTION

Welcome to the website and professional services of Miracle Tech Group Company Limited ("Miracle Tech Group Company Limited", "Company", "we", "our", or "us").

These Terms and Conditions govern your access to and use of our website, products, software, cybersecurity services, consulting services, digital forensic services, training programmes, managed security services, and any other services offered by Miracle Tech Group Company Limited.

By accessing our website or using any of our services, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms and Conditions.

If you do not agree with these Terms and Conditions, you should immediately discontinue use of our website and services.

ACCEPTANCE OF TERMS

By accessing, browsing, registering, requesting services, or otherwise interacting with MiracleTech, you agree to comply with these Terms and Conditions together with any additional agreements, service contracts, statements of work, privacy notices, or policies that may apply to specific services.

Where a written agreement exists between Miracle TechCompany Limited and a client, that agreement shall prevail to the extent of any inconsistency with these Terms and Conditions.

These online Terms and Conditions govern general website use and preliminary engagements. All specialized cybersecurity evaluations, vulnerability deployments, forensic acquisitions, and managed security operations require a separately executed Master Services Agreement (MSA) and an authorized Statement of Work (SOW). In the event of any contradiction, the signed MSA/SOW shall strictly supersede these online terms.

1. DEFINITIONS

For purposes of these Terms and Conditions:

"Company"

Means Miracle Tech Group Company Limited.

"Client"

Means any individual, company, government institution, non-governmental organization, or other legal entity receiving services from Miracle Tech Group Company Limited.

"Services"

Means all cybersecurity, digital forensics, software engineering, ICT consultancy, managed security services, cloud security, training, risk management, compliance, and related services offered by Miracle Tech Group Company Limited.

"Website"

Means www.miracleTech_Group.com, www.miracleTech_Group.co.tz and any associated online platforms operated by Miracle Tech Group Company Limited.

"User"

Means any person accessing or using the Website or Services.

2. ABOUT MIRACLE TECH GROUP COMPANY LIMITED

Miracle Tech Group Company Limited is a technology and cybersecurity company incorporated in the United Republic of Tanzania.

Our services include, but are not limited to:

- Cybersecurity Consulting;
- Penetration Testing;
- Vulnerability Assessments;
- Digital Forensics;
- Incident Response;
- Managed Security Services;
- Governance, Risk and Compliance (GRC);
- Information Security Audits;
- Security Awareness Training;
- Software Engineering;
- Network Security;
- Cloud Security;
- ICT Consultancy;
- Digital Transformation Solutions.

Our services are provided in accordance with applicable laws, recognized professional standards, contractual obligations, and industry's best practices.

ELIGIBILITY TO USE OUR SERVICES

By using our Services, you represent and warrant that:

- You have the legal capacity to enter into binding agreements;
- Any information you provide is accurate and complete;
- You will use our Services only for lawful purposes;
- You will comply with all applicable laws and regulations.

Organizations using our Services represent that the individual accepting these Terms has the authority to bind the organization.

3. SCOPE OF SERVICES

Miracle Tech Group Company Limited provides professional technology and cybersecurity services to individuals, private sector organizations, public institutions, non-governmental organizations, and other lawful entities.

Our services may include, but are not limited to:

- Cybersecurity Consulting;
- Information Security Audits;
- Vulnerability Assessments;
- Penetration Testing;
- Digital Forensics;
- Incident Response Services;
- Managed Security Services (MSS);
- Security Operations Centre (SOC) Services;
- Governance, Risk and Compliance (GRC);
- ISO 27001 Advisory Services;
- Software Engineering;
- Mobile and Web Application Development;
- Network Design and Security;
- Cloud Security Services;
- ICT Consultancy;
- Security Awareness Training;
- Cybersecurity Capacity Building;
- Digital Transformation Solutions.

The scope, deliverables, timelines, and pricing of each engagement shall be governed by the applicable proposal, quotation, contract, Statement of Work (SOW), Service Level Agreement (SLA), or other written agreement between Miracle Tech Group Company Limited and the Client.

Miracle Tech Group Company Limited reserves the right to modify, improve, suspend, or discontinue any service where necessary for operational, legal, security, or business reasons.

USER OBLIGATIONS

Users of our Website and Services agree to:

- Provide accurate and complete information;
- Cooperate during delivery service;
- Maintain the confidentiality of login credentials;
- Ensure that authorized representatives communicate with Miracle Tech Group Company Limited;
- Comply with applicable laws and regulations;
- Use our Services only for lawful and legitimate purposes.

Users shall immediately notify Miracle Tech Group Company Limited of any unauthorized use of their accounts, credentials, or systems where such use may affect the delivery of services.

Users remain responsible for maintaining the security of their own devices, accounts, passwords, and internal information systems unless otherwise agreed in writing.

ACCEPTABLE USE POLICY

Users shall not use the Website or Services to:

- Engage in unlawful activities;
- Distribute malware, ransomware, spyware, or malicious code;
- Conduct unauthorized penetration testing;
- Attempt to gain unauthorized access to systems or networks;
- Interfere with the operation or security of the Website;
- Upload harmful, illegal, fraudulent, defamatory, obscene, or infringing content;
- Violate the intellectual property rights of others;
- Circumvent security controls;
- Misrepresent identity or authority;
- Engage in activities likely to damage Miracle Tech Group Company Limited 'reputation.

Miracle Tech Group Company Limited reserves the right to suspend or terminate access where misuse is reasonably suspected.

CLIENT RESPONSIBILITIES

Clients receiving professional services agree to:

- Provide complete and accurate information;
- Obtain all required internal approvals;
- Ensure they possess lawful authority over systems submitted for assessment or testing;
- Designate authorized contact persons;
- Provide timely access to relevant systems where required;
- Review project deliverable promptly;
- Notify Miracle Tech Group Company Limited of material changes affecting the engagement.

For cybersecurity assessments, penetration testing, digital forensics, and incident response services, the Client warrants that it owns or has lawful authority to authorize testing or investigation of the relevant systems, applications, networks, or digital devices.

Miracle Tech Group Company Limited shall not be liable for claims arising from unauthorized instructions provided by people lacking proper authority.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing, all intellectual property rights relating to Miracle Tech Group Company Limited 'methodologies', frameworks, documentation, reports, software, training materials, templates, processes, branding, website content, graphics, logos, and proprietary tools remain the exclusive property of Miracle Tech Group Company Limited or its licensors.

Nothing contained within these Terms grants ownership of Miracle Tech Group Company Limited 'intellectual property to any User or Client.

Clients are granted a limited, non-exclusive, non-transferable license to use deliverables solely for their internal business purposes unless otherwise agreed in writing.

Users shall not:

- Copy proprietary materials;
- Reverse engineer software;
- Remove copyright notices;
- Modify proprietary content without permission;
- Redistribute Miracle Tech Group Company Limited materials;
- Sell or commercially exploit proprietary documentation without prior written consent.

5. CONFIDENTIALITY

Miracle Tech Group Company Limited recognizes that cybersecurity engagements frequently involve confidential and highly sensitive information. Both Miracle Tech Group Company Limited and the Client agree to protect Confidential Information received during an engagement.

Confidential Information may include:

- Business information;
- Security architecture;
- Network diagrams;
- Password management procedures;
- Source code;
- Technical documentation;
- Incident reports;
- Digital forensic evidence;
- Customer information;
- Security vulnerabilities;
- Trade secrets;
- Commercial strategies.

Neither party shall disclose Confidential Information except:

- With prior written consent;
- Where required by applicable law;
- Pursuant to a court order;
- To authorized professional advisers subject to confidentiality obligations.

Confidentiality obligations survive the termination of the contractual relationship.

6. PRIVACY AND DATA PROTECTION

Miracle Tech Group Company Limited Processes Personal Data in accordance with its Privacy Policy and applicable data protection legislation.

Where Miracle Tech Group Company Limited Processes Personal Data on behalf of a client, the parties acknowledge that Miracle Tech Group Company Limited may act as a Data Processor while the Client acts as the Data Controller, unless otherwise specified in writing.

Clients are responsible for ensuring that they possess lawful authority to disclose Personal Data to Miracle Tech Group Company Limited for the purposes of delivery service.

Both parties shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized access, disclosure, alteration, loss, or destruction.

7. FEES, INVOICING AND PAYMENT TERMS

Unless otherwise agreed in writing, fees for services shall be specified in the applicable quotation, proposal, contract, or invoice.

Invoices shall generally become payable within the period stated on the invoice. Late payments may result in:

Suspension of services;

- Delayed project delivery;
- Interest or penalties were permitted by law or contract;
- Recovery of outstanding amounts through lawful means.

Clients remain responsible for all applicable taxes, duties, levies, or government charges unless expressly stated otherwise.

8. SERVICE AVAILABILITY

Miracle Tech Group Company Limited will use commercially reasonable efforts to provide its Website and Services in a reliable, secure, and professional manner.

While we strive to maintain uninterrupted availability, we do not guarantee that our website, systems, or Services will always be available without interruption or error.

Service interruptions may occur due to:

- Scheduled maintenance;
- Emergency maintenance;
- Cybersecurity incidents;
- Telecommunications failures;
- Power outages;
- Third-party service interruptions;
- Events beyond our reasonable control.

Where practical, Miracle Tech Group Company Limited will provide advance notice of planned maintenance that may materially affect service availability.

For Clients covered under a Service Level Agreement (SLA), service availability, response times, and performance commitments shall be governed by the applicable SLA.

9. WARRANTIES AND DISCLAIMERS

Miracle Tech Group Company Limited warrants that its professional services will be performed with reasonable skill, care, diligence, and in accordance with generally accepted industry standards.

Except where expressly provided in a written agreement, all services, software, reports, assessments, recommendations, and information are provided on an "AS IS" and "AS AVAILABLE" basis.

To the fullest extent permitted by applicable law, Miracle Tech Group Company Limited disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to:

- Merchantability;
- Fitness for a particular purpose;
- Non-infringement;
- Continuous availability;
- Error-free operation;
- Guaranteed prevention of cybersecurity incidents.

Cybersecurity risks cannot be completely eliminated. Miracle Tech Group Company Limited does not guarantee that the implementation of its recommendations will prevent all cyberattacks, data breaches, malware infections, or other security incidents.

Clients remain responsible for implementing recommended security controls and maintaining appropriate security governance within their organizations.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Miracle Tech Group Company Limited shall not be liable for any indirect, incidental, consequential, punitive, exemplary, or special damage arising from or relating to the use of the Website or Services.

This limitation includes, without limitation:

- Loss of profits;
- Loss of revenue;
- Loss of business opportunities;
- Loss of goodwill;
- Business interruption;
- Loss of anticipated savings;
- Loss or corruption of data;
- Reputational damage;
- Cybersecurity incidents caused by third parties.

Where liability cannot lawfully be excluded, Miracle Tech Group Company Limited's total aggregate liability shall not exceed the amount paid by the Client for the specific Services giving rise to the claim, unless otherwise agreed in writing or required by law.

Nothing in these Terms shall exclude or limit liability where such exclusion is prohibited under applicable law.

11. INDEMNIFICATION

The Client agrees to indemnify, defend, and hold harmless Miracle Tech Group Company Limited, its directors, officers, employees, consultants, affiliates, and agents against any claims, losses, damages, liabilities, costs, or expenses arising from:

- The Client's breach of these Terms;
- Unlawful use of the Services;
- Infringement of third-party rights;
- Misrepresentation of authority;
- Failure to obtain required permissions;
- Information supplied by the Client that is inaccurate, misleading, or unlawful.

This indemnity survives the termination of these Terms.

12. THIRD-PARTY SERVICES

Certain Services may incorporate or rely upon products, software, cloud platforms, telecommunications services, or technologies provided by third parties.

Miracle Tech Group Company Limited does not own or control such third-party services and is not responsible for:

- Their availability;
- Their security practices;
- Service interruptions;
- Pricing changes;
- Privacy practices;
- Performance failures.

Clients acknowledge that the use of third-party products may be subject to separate license agreements, terms of use, and privacy policies issued by the respective providers.

13. SUSPENSION AND TERMINATION

Miracle Tech Group Company Limited reserves the right to suspend or terminate access to the Website or Services where:

- These Terms are breached;
- Payment obligations remain outstanding;
- Fraudulent or unlawful activity is suspected;
- Cybersecurity risks threaten Miracle TechGroup Company Limited or its Clients;
- Continued provision of Services would violate applicable law.

Termination shall not affect any accrued rights, obligations, payment liabilities, confidentiality obligations, or intellectual property rights that survive termination.

Upon termination, Clients shall promptly settle all outstanding invoices and cease any unauthorized use of Miracle Tech Group Company Limited intellectual property.

14. FORCE MAJEURE

Miracle Tech Group Company Limited shall not be liable for any delay or failure to perform its obligations where such delay or failure results from circumstances beyond reasonable control.

Such circumstances may include:

- Natural disasters;
- Floods;
- Earthquakes;
- Fire;
- War;
- Terrorism;
- Civil unrest;
- Government actions;
- Labor disputes;
- Telecommunications failures;
- Internet outages;
- Cyberattacks affecting critical infrastructure;
- Pandemics or public health emergencies.

Performance shall resume as soon as reasonably practicable after the force majeure event has ceased.

15. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

Nothing in these Terms shall limit the application of any mandatory legal provisions that cannot lawfully be excluded under Tanzanian law.

Where international clients are involved, applicable mandatory provisions of foreign law may apply to the extent required by law.

16. DISPUTE RESOLUTION

The parties shall endeavor to resolve any dispute arising from these Terms amicably through good faith negotiations.

Where a dispute cannot be resolved through negotiation, the parties may agree to mediation before commencing legal proceedings.

Unless otherwise agreed in writing, disputes shall be submitted to the competent courts of the United Republic of Tanzania.

Nothing in this clause prevents either party from seeking urgent interim or injunctive relief where necessary to protect its legal rights, confidential information, or intellectual property.

17. COMPLIANCE WITH APPLICABLE LAWS

Miracle Tech Group Company Limited conducts its business in accordance with the laws and regulations of the United Republic of Tanzania and, where applicable, relevant international legal and regulatory requirements.

Users and Clients are responsible for ensuring that their use of the Website and Services complies with all applicable laws, regulations, licensing requirements, and industry standards.

Nothing in these Terms and Conditions authorizes any person to use Miracle Tech Group Company Limited Services for unlawful, fraudulent, malicious, or unethical purposes.

18. EXPORT CONTROL AND SANCTIONS COMPLIANCE

Certain technologies, software, cybersecurity tools, encryption products, or technical services provided by Miracle Tech Group Company Limited may be subject to applicable export control laws, sanctions regimes, or international trade restrictions.

Clients agree that they will not:

- Export, re-export, or transfer controlled technologies in violation of applicable laws;
- Use Miracle Tech Group Company Limited's Services in countries or territories subject to applicable sanctions were prohibited by law;
- Make the Services available to people or entities prohibited under applicable sanctions laws.

Miracle Tech Group Company Limited reserves the right to refuse or terminate Services where necessary to comply with legal or regulatory obligations.

19. ELECTRONIC COMMUNICATIONS

By communicating with Miracle Tech Group Company Limited electronically, including through email, online forms, customer portals, or the Website, Users consent to receive communications electronically where permitted by law.

Electronic communications may include:

- Service notifications;
- Quotations;
- Invoices;
- Security alerts;
- Technical notices;
- Contractual communications;
- Privacy notices;
- Other operational information.

Electronic communications shall have the same legal effect as communications made in writing, unless otherwise required by applicable law.

20. ENTIRE AGREEMENT

These Terms and Conditions, together with:

- Any signed Service Agreement;
- Statement of Work (SOW);
- Service Level Agreement (SLA);
- Non-Disclosure Agreement (NDA);
- Privacy Policy;
- Acceptable Use Policy;
- Data Processing Agreement (where applicable);
- Any written quotation or proposal accepted by the Client;

constitute the entire agreement between Miracle Tech Group Company Limited and the Client concerning the relevant Services.

These documents supersede all previous discussions, negotiations, representations, understandings, or agreements relating to the same subject matter unless expressly stated otherwise in writing.

SEVERABILITY

If any provision of these Terms and Conditions is determined by a court or competent authority to be invalid, unlawful, or unenforceable, that provision shall be severed to the minimum extent necessary.

The remaining provisions shall continue in full force and effect.

WAIVER

Failure or delay by Miracle Tech Group Company Limited to exercise any right or remedy under these Terms shall not constitute a waiver of that right or remedy.

Any waiver shall be effective only if made in writing and signed by an authorized representative of Miracle Tech Group Company Limited.

A waiver of one breach shall not constitute a waiver of any subsequent or continuing breach.

ASSIGNMENT

Clients may not assign, transfer, delegate, or otherwise dispose of their rights or obligations under these Terms without the prior written consent of Miracle Tech Group Company Limited.

Miracle Tech Group Company Limited may assign or transfer its rights and obligations where it is reasonably necessary for business restructuring, merger, acquisition, financing, or other lawful corporate purposes.

AMENDMENTS

Miracle Tech Group Company Limited reserves the right to amend, update, or modify these Terms and Conditions from time to time.

Where material changes are made, reasonable notice will be provided through the Website or other appropriate communication channels where required by law.

Continued use of the Website or Services after the effective date of revised Terms constitutes acceptance of those amendments.

Users are encouraged to review these Terms periodically.

21. CONTACT INFORMATION

For questions regarding these Terms and Conditions or any of Miracle Tech Group Company Limited 's Services, please contact:

Miracle TechCompany Limited

Website: www.miracleTech Group.com, www.miracleTech Group.co.tz

Email: info@miracleTech Group.com, info@miracletech.co.tz

Location: Kijitonyama, Dar es Salaam, United Republic of Tanzania

Business Hours:

Monday – Friday 08:00 AM – 05:00 PM (East Africa Time)

Saturday – 08:00 AM-02:00 PM (East Africa Time)

General enquiries, contractual matters, legal notices, and service requests should be directed through the above contact details.

22. ACKNOWLEDGEMENT

By accessing the Website, requesting Services, entering into a contract, or otherwise using any products or services provided by Miracle Tech Group Company Limited, you acknowledge that:

- You have read and understood these Terms and Conditions;
- You agree to be legally bound by them;
- You agree to comply with all applicable laws and regulations;
- You accept responsibility for ensuring that your use of the Website and Services is lawful;
- You understand that these Terms should be read together with Miracle Tech Group Company Limited's Privacy Policy and any other applicable contractual documents.

If you do not agree with these Terms and Conditions, you must immediately discontinue use of the Website and Services.

23. COPYRIGHT NOTICE

© Miracle TechGroup Company Limited. All Rights Reserved.

This document is the intellectual property of Miracle TechGroup Company Limited.

No part of these Terms and Conditions may be reproduced, distributed, modified, translated, transmitted, published, or otherwise used for commercial purposes without the prior written permission of Miracle Tech Group Company Limited, except where permitted by applicable law.

24. DOCUMENT REVIEW

Document Title: Terms and Conditions

Version: 1.0

Owner: Miracle Tech Group Company Limited

Approval Authority: Management

Review Frequency: Annually or whenever required by changes in applicable laws, regulations, business operations, or technology.