

AMBIA TERMS OF SERVICE

Welcome to Ambia!

The **Ambia** services are provided by **Elige Communications Limited**, a company incorporated under the laws of Kenya and with a registered address P. O. Box 66268 00800, Nairobi, Kenya (“Elige”, “Elige Africa”, “Ambia”, “us”, “our” or “we”).

These terms of service comprise the terms and conditions set forth below and any additional terms and conditions provided on the Site (as defined below) include but not limited to Elige’s privacy policy (the “Privacy Policy”) (together the “Terms of Service”) and govern the use of the Services (as defined below) provided to you by Elige, or otherwise, the relationship between you and Elige in connection with the Services.

Important notice:

- If you do not agree to the terms and conditions of the Terms of Service, we will not license the App or other parts of the Services to you and you must stop using the App, the Site and the Services now.
- If you are residing in a jurisdiction where it is prohibited by law to offer or use internet telephone or other parts of the Services which we provide, you may not use the Services in such jurisdiction.
- Note that any purchased Ambia credit will expire after six (6) months of inactivity.
- **EMERGENCY CALLS** - The App does offer a 999-type dialing service in Kenya (but may not offer such service in non-Kenya locations). When you dial 999, your call is routed from the Elige network to the Kenya Integrated Command, Control and Communication Center (IC3). You acknowledge and understand that your will be routed to the Kenya IC3 call center where you will have to provide your location. As described above, all 999 calls dialed by Devices included in your Account with Elige will be routed from the Elige network to the IC3 call center.

1. ACCEPTANCE OF TERMS OF SERVICE

You agree to be bound by the Terms of Service if you: (i) when you click accept in the sign-up flow or otherwise agree to the Terms of Service; or (ii) access the website www.ambia.io and/or other websites that are operated by Elige from time to time (the "Site"); or (ii) download an Elige application to your mobile device or computer (an "App"); or (iii) otherwise use the Services, as further described below or on the Site or on the App. If you do not agree to the Terms of Service, you may not activate or use the Services. Once accepted the Terms of Service constitute a binding agreement between you and Elige. In addition, by downloading the App from Apple Store or Google Play Store you agree to the applicable terms of the license of Apple and Google which will bind you.

Elige may make changes to Terms of Service from time to time. Elige will publish the changes at the Site. The changes will be effective when published. Please review the Terms of Service on a regular basis. You understand and agree that your express acceptance of the amended Terms of Service, or if you continue to use the Services after the date of publication, shall constitute your agreement to the updated Terms of Service. You agree that if you do not accept any amendment to the Terms of Service then you shall immediately stop accessing and/or using the Site, App or any other part of the Services.

2. THE SERVICES

Elige works hard to offer you cheap local and international calling services.

The calling services will allow you to make calls to conventional telephone numbers around the world (subject to your contact being in an area or jurisdiction which we at the time supports). The calling services enable you to place voice calls over the internet (3G, 4G, or WiFi), terminating on both fixed and mobile telephony networks. In more Detail: Elige uses Voice over Internet Protocol (VoIP) to route the call over the internet. The calling services (however, not all features) are available from smartphones, tablet and PC. We can offer termination in several countries around the world, but we can't

guarantee that we support termination in all countries or to all phone numbers or that we always will support termination to any country or phone number. We make no representation that our Services are available for use in any location.

Note that the call will be routed over the Internet.

These communication services and all other services, products, features, functionalities and/or interactions as set forth in this document or presented on the Site or otherwise provided or made available to you by Elige from time-to-time, as well as the App and the Site shall collectively be referred to in these Terms of Service as the "Services". The term Services shall also include/refer to all software and all types of codes (source code, binary code etc.), and any versions thereof, made available to you or otherwise, used by Elige or you in relation to the use of the App or the Site or otherwise provided in relation to the provision of the Services (the "Software").

2.1 Intellectual property rights, licenses etc.

In consideration of you agreeing to abide by the terms and condition of the **Terms of Service**, we grant you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to use the App, the Site and other parts of the Services provided or made available to you by Elige. You may download a copy of the App onto a Device which you control and to view, use and display the App on the Devices for your personal purposes only. We reserve all other rights.

Not limiting the aforesaid, in relation to the App, we license the use of the App to you on the basis of the **Terms of Service** and subject to any rules or policies applied by Apple Inc. and/or Google Inc., or any other entity within the Apple or Google group ("Apple" and "Google"). We do not sell the App to you. We remain the owners of the App at all times.

You may not copy, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the Software, the App, Site or, to the extent applicable, any other part of the Services (or permit or assist any third party in such activities). You must not remove, obscure, or alter any proprietary rights notices

(including copyright and trademark notices) that may be affixed to or contained within the Software.

The Software may contain open source software. Any use, reproduction and distribution of components of the Software licensed under an open source software license is governed by the terms of such open source software license, however to the extent permissible thereunder and otherwise if applicable, the Terms of Service shall apply with priority over such open source software license.

You acknowledge that you have no right to have access to the App or other parts of the Services (where applicable) in source-code form.

All ownership and intellectual property rights in or to the Software, the App, the Site or, to the extent applicable, other parts of the Services and any copies and derivative works thereof (regardless of form or media in or on which the original or other copies may exist), including but not limited to patents, design rights, copyrights, trademarks, trade-secrets and proprietary know-how, shall be owned by and vested in Elige, or Elige's licensors, and nothing in these Terms of Service shall constitute or be interpreted as a transfer of any such rights from Elige to you or anyone else. You are, as stated above, solely entitled to the limited license to the Services specifically granted under this the Terms of Service. For the purpose of clarification; nothing in these Terms of Service give you a right to use any of Elige's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features, except as may be contained in or otherwise used within the Services provided to you.

The licenses granted to you as described in this section will terminate automatically in the event of any termination of the Terms of Service. Furthermore, Elige has the right to, in its sole discretion, at any time remove any materials posted to the Site.

2.2 Use of the Services

You agree to use the Services only in such way that is permitted by the Terms of Service and to act in compliance with any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including without limitation any

applicable export laws and regulations).

It is your responsibility to ensure that you are legally allowed to use the Services where you are located. If any laws applicable to you restrict or prohibit you from using the Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services.

You acknowledge and understand that the voice communication service provided by Elige is not a traditional telephone service or a replacement for your primary telephone service. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between the traditional telephone service and the voice communication service provided by Elige.

You acknowledge that the products, features or functions or other parts of the Services may change over time. Elige may without prior notice to you change the form and nature of the Services. This may inter alia lead to that future versions of the Software or the App may be incompatible with applications developed on or with previous versions. Furthermore, Elige may stop (permanently or temporarily) providing the Services to you or to users generally, at Elige's sole discretion and without prior notice to you. Elige may make updates of the Software, the App or other parts of the Services at any time, but shall have no obligation whatsoever to provide any such updates to you. It is your responsibility to use the latest available version of the Software, App or other parts of the Services (where applicable).

The Services are for your individual use. You shall not resell or commercialize the Services to any third party.

You agree that you are solely responsible (and that Elige has no responsibility to you or any other third party) for any data, content, or resources that you transmit by using the Services, and for the consequences of such actions (including any loss or damage which Elige or any third party may suffer).

2.3 Jurisdictional restrictions

If you are residing in a jurisdiction where it is prohibited by law to offer or use internet

telephony or other parts of the Services, you may not use the Services in such jurisdiction. It is your responsibility to ensure that you are legally allowed to use the Services where you are located.

2.4 Third party services

You acknowledge that the use of the Services is dependent upon services of third parties, including but not limited to Internet Service Providers, international carriers, local termination partners and your local telecom and mobile operator or Internet Service Provider ("Provider"). You acknowledge and agree that the Services provided by us are not a traditional mobile or fixed line telephone service or a replacement for your primary telephone service. Note that some Providers prohibit or restrict the use of Voice over Internet Protocol ("VoIP") functionality or other features of the Services, and may also impose additional fees in connection with the use of the Services. You are solely responsible for verifying with your mobile operator (or any other Provider that you are using in relation to the use of the Services) that the use of the Services is permitted in accordance with any contractual obligations you may have with that Provider, and also to check and pay for such imposed additional fees.

You acknowledge and understand that the Services provided by us are not a traditional mobile or fixed line telephone service or a replacement for your primary telephone service.

2.5 Your Account

In order to use the Services, you are required to register as a user with Ambia. You agree to provide true, accurate, up-to-date and complete information in all fields indicated as mandatory when registering for the Services, as well as any additional information provided or any amendments made by you. Subject to such registration you will receive access to your Ambia account (the "Account"). We have the right to change your password/PIN and account name at any time in our sole discretion and without notice. We recommend that you choose a password/PIN to your Account that is hard to guess and keep it secure. It is your responsibility to ensure that you do not respond to any

unsolicited requests for credit card details, password/PIN or other data. Not limiting the aforesaid, Elige may in certain geographical locations offer you, to have an authorized Elige agent registering the Account on your behalf.

You are fully responsible towards Elige for all (including any fraudulent) use of the Services which is or can be connected to your Account.

2.6 Unauthorized use, stolen device

You are solely responsible for all activities that occur on or under the Account, regardless of whether the activities are undertaken by You or a third party and whether or not authorized. Elige is not responsible for any unauthorized access to the Account. You are required to contact Elige immediately to suspend the Services and block your Account if you suspect that your mobile phone or other device you are using the Services on (“Device”) is stolen or otherwise that an unauthorized third party may be using the Account or if your password/PIN or any other account information is lost or stolen. You are responsible for all charges to your Account until the Services are suspended and the Account is blocked. You may terminate the Account and cancel the Service at any time in accordance with Section 4 “Termination and suspension”. Elige takes no responsibility for your failure to comply with the obligations in this Section 2.6 “Unauthorized use, stolen device”.

2.7 Prohibited use and restrictions

You agree to use the Services only in such way that is permitted by the Terms of Service and to act in compliance with any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. If any laws applicable to you restrict or prohibit you from using the Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services. The list below provides examples of prohibited conduct and shall not be considered exhaustive - You may not and you agree not to:

- **Use the Services for any unlawful purpose, or in any manner inconsistent with the Terms of Service, or act fraudulently or maliciously, for example, by hacking**

into or inserting malicious code, including viruses, or harmful data, into the App, any Services or any operating system;

• infringe Elige's intellectual property rights or those of any third party in relation to your use of the Services (to the extent that such use is not licensed by these Terms of Service);

• transmit any communications that is defamatory, offensive or otherwise objectionable in relation to your use of Services;

• not use the Services for transmitting unsolicited communications (sometimes referred to as "spam"), or any communication not permitted by applicable law or use the Service for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;

• not use the Services in a way that could damage, disable, overburden, impair or compromise Elige's or any third party's systems or security or interfere with other users;

• collect or harvest any information or data from the Services or our systems or attempt to decipher any transmissions to or from the servers running the Services;

• submit or post to the Site, or otherwise expose any third party to or use any material or content which infringe any third party's intellectual property rights or violate the rights of any third party;

• submit or post to the Site, or otherwise expose any third party to any material or content which is illegal, offensive, indecent, harmful to minors, defamatory, racist, pornographic or otherwise, in Elige's sole discretion, is objectionable;

• intercept or monitor, damage or modify any communication which is not intended for you;

• sell, assign, rent, lease, distribute, market, disclose, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to, the Services (or any part thereof);

- **Use the Services (or any part thereof) within or to provide commercial products or services to third parties (the foregoing shall not preclude you using the Services for your own business communications); and/or**
- **use the Account, Site, App, Software, or parts of the Services in any fraudulent way.**

In relation to the Ambia's free unlimited on-net calling service the following should be noted in particular. This service offers free unlimited outbound on-net calling services as set forth herein and on the Site (note that third party fees may apply, see Section 2.4 "Third party services"). You acknowledge and agree that the Ambia's free unlimited on-net calling service is intended only for normal, single-person and non-commercial use (the foregoing shall not preclude you using the service for your own business communications).

Not limiting the generality of the aforesaid, the following practices are always considered unauthorized use: re-selling the service; sharing the service between users; using the service for telemarketing or call-center operations; calling numbers (whether singly, sequentially or automatically) to generate income for yourself.

Unusual calling patterns inconsistent with normal, individual use may also be considered unauthorized use. Elige reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Excessive conferencing or call forwarding, excessive numbers of regular calls of short duration, calls to multiple numbers in a short period of time, auto-dialing or fax/voice blasts, use without live dialogue and/or consistent excessive usage will be considered indicators of such unauthorized or excessive use.

Elige may, at its option, immediately suspend the Services in relation to you and/or terminate the **Terms of Service** with you if Elige determines you are using your unlimited deal in breach of the **Terms of Service**.

2.8 Submission of information to Elige

You agree that any comments, suggestions, feedback, documents, content or other material or information provided, shared, published by you in connection with the use

of the Services or otherwise in your contacts with Elige (including but not limited to, the use of blogs, forums and support websites) is provided on a non-proprietary, non exclusive and non-confidential basis. You grant Elige a royalty-free, world-wide, transferable, sub-licensable, perpetual and irrevocable license to use any such material or information. You acknowledge that you are responsible for whatever material or information is provided by you, including its legality, reliability, appropriateness, originality and copyright.

2.9 Disclosure of information

Elige reserves the right at all times to disclose any information as Elige deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove or restrict any information or materials, in whole or in part, in Elige's sole discretion.

2.10 No warranties

You expressly acknowledge and agree that use of the Services are at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Services are provided "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the Services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. We do not warrant against interference with your enjoyment of the Services or that the Services will be uninterrupted or error-free, or that defects in the Services will be corrected. No oral or written information or advice given by us shall create a warranty. Should the service cause any defects, you assume the entire cost of all necessary servicing, repair or correction. Additionally, you also understand that Elige cannot guarantee that information or communications transmitted in relation to the use of Services will not be subject to interception by law enforcement officials or other third parties.

2.11 Suspension and interruption of the Services

Elige has the right, without any liability, to refuse to provide, restrict, limit, change, remove, disable, suspend and/or interfere or interrupt the Services or any part thereof, at any time and without any prior notice to you, for the repair, improvement, and/or upgrade of the Service, or for any of the reasons for termination set forth in the Terms of Service, or any business reason.

2.12 Content of communication

The content of the communications made using the Services are entirely determined by the person from whom such content originates. You may therefore be exposed to content that is offensive, harmful, indecent or otherwise objectionable. Elige will not be liable for any type of communication spread by means of the Services.

2.13 Phone numbers provided by Elige

Elige may, as part of the technical setup of the Services, pair you with one or more phone numbers. You expressly acknowledge and agree that this pairing of phone numbers with you shall not constitute a transfer of property or sale of numbering rights by Elige to you. As a result, you will not be entitled to claim any such rights to these phone numbers. This means, without limitation, that you may not port-out any such phone number to any third party or otherwise away from Elige.

The phone numbers provided by Elige do not and are not intended to support messaging via SMS, MMS nor FAX except as expressly stated on the Site.

2.14 Force Majeure.

Elige is not responsible or liable to you for its failure to perform any of its obligations contributed to by causes or circumstances beyond its reasonable control including, without limitation, Internet outages, communications and cable outages, failure of third party services or products that interface or interact with the Services, labor strikes, lockouts, supply shortages, earthquake, fire, flood, war, act of God, criminal acts (e.g. computer hacking that circumvents reasonable security measures), bankruptcy of merchants or licensees, or any acts of governmental bodies or authorities.

3. EMERGENCY SERVICES- 999 DIALING & NON-VOICE SYSTEMS.

3.1 Description of 999-Type Dialing Capabilities

Elige does offer a 999-type dialing service in Kenya (but may not offer such service in non-Kenya locations). When you dial 999, your call is routed from the Elige network to the Kenya Integrated Command, Control and Communication Center (IC3). You acknowledge and understand that you will be routed to the Kenya IC3 call center where you will have to provide your location. As described above, all 999 calls dialed by Devices included in your account with Elige will be routed from the Elige network to the IC3 call center.

3.2 Service Outage.

3.2.1 Broadband Service / ISP Outage or Termination / Suspension or Termination by Elige.

You acknowledge and understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by Elige will prevent ALL Service including 999 dialing.

3.2.2 Service Outage Due to Suspension of Your Account.

You acknowledge and understand that service outages due to suspension of your Account as a result of billing issues will prevent ALL Service, including 999 dialing.

3.2.3 Other Service Outages.

You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 999 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

3.2.4 Limitation of Liability and Indemnification.

You acknowledge and understand that Elige's liability is limited for any Service outage and/or inability to dial 999 from your line or to access emergency service personnel, as set forth in this document. You agree to defend, indemnify, and hold harmless Elige, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without

limitation, reasonable attorneys' fees) by, or on behalf of, you or any third party or user of your Service relating to the absence, failure or outage of the Service, including 999 dialing and/or inability of you or any third person or party or user of your Service to be able to dial 999 or to access emergency service personnel.

3.3 Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 999.

Due to the technical constraints on the manner in which it is possible to provide the 999 dialing feature for the Services at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 999 communication made utilizing your equipment as compared to traditional 999 dialing over traditional public telephone networks. You acknowledge and understand that 999 dialing from your equipment will be routed to the Kenya IC3 call center. Elige or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 999 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of Elige.

3.4 Alternative 999 Arrangements.

You agree to notify any user of the Services, who may place calls using your phone services, of the Elige 999 limitations. Elige advises you to maintain an alternative means of accessing traditional 999 services such as traditional telephones and cellular phones.

3.5 Non-Voice Systems.

You acknowledge that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems, credit card terminals and some facsimile systems. You have no claim against Elige for interruption or disruption of such systems by the Services.

4. PAYMENT, RATES AND ACCOUNTS

4.1 Payment

In order to purchase credits for the Services and to charge your Account you shall pay

Elige the rates (offers, deals, plans or similar) as stated on the Site or in the App, by use of such payment methods made available to you by Elige from time to time. Payments are either made manually by you or through the automatic payment function activated by you through a subscription.

All payments are processed via a third party payment processor ("Payment Processor"). You agree to provide complete and accurate payment information and further agree that the processing of payment transactions are subject to the terms, conditions and policies, including privacy policies, of the Payment Processor and your credit card issuer.

4.2 Rates and VAT

The rates for the Services are published on the Site. Elige reserves the right to change the rates (offers, deals, plans or similar) at any time without notice. The new rates will apply to your next phone call after the new rates have been published. If you do not wish to accept such adjustment of rates, do not use the Services. No refunds are available. You agree that by continuing to use the Services, following the adjustments of the rates, you accept such adjustments.

Unless stated otherwise, all rates and charges for the Services shall be stated in Kenya Shillings (KES) or US dollars (USD) and shall be exclusive of value added taxes (VAT) or any other applicable taxes or fees. You shall be responsible for paying any and all VAT or any other taxes or fees applicable to the Services.

4.3 Second rounding

The measurement of call duration is based on one-second increments, meaning that the duration of a call is rounded up to the next second. For example, if you call for 59 seconds and 200 milliseconds we will round up the call length to 60 seconds.

For some destinations, call duration is based on sixty-second increments, meaning that the duration of a call is rounded up to the next minute. For example, if you call for 1 minute and 10 seconds we will round up the call length to 2 minutes. The destinations are: American Samoa, Cook Islands, Fiji, French Polynesia, Global Mobile Satellite

System, Haiti, International Networks, Kiribati, Lesotho, Maldives, Mexico, Nauru, New Caledonia, Niue, Papua New Guinea, Solomon Islands, Suriname, Tokelau, Tonga, Vanuatu, Western Samoa.

For calls to the USA, call duration is based on six-second increments.

4.4 Refund

If you believe that Elige has charged you in error, you may request for a refund by submitting a written request in English to Ambia's customer services at support@ambia.io. Refund requests carried out through other means shall not be eligible for the refund. For the avoidance of doubt, no refunds shall be given for services paid or credit acquired through vouchers, gift tokens or similar. Elige reserves the right to deny repetitive refund requests. Any abuse by you of the terms relating to refunds hereunder shall lead to the termination of this Agreement. Any payments older than 90 days are non-refundable.

4.5 Account and receipt

When you log in to your Account you will find certain information relating to your use of the Services, such as payments made, calling history (during a limited period) and your current balance etc., in addition Elige may also provide you with a receipt (by e-mail) upon pre-payments for the Services ("Account Records"). Please note that the

Account Records is the only statement of the Account, or the activities relating to the Account, that Elige will provide to you. It is your responsibility to print and/or save copies of your account records, and to retain copies for your records.

Elige will use commercially reasonable efforts to correct any technical failures relating to the Account Records within a reasonable time. However, your inability to view the Account Records does not extend, or relieve you of, your obligation to pay any amounts owing to Elige.

4.6 Expiration of credits

A credit balance for the Services on the Account expires 6 months after the last activity of the Services. Credit balances that are not used within the said 6 months period will be lost.

5. TERMINATION AND SUSPENSION

The Terms of Service is effective until terminated by you or Elige.

You may terminate the Terms of Service (cancel the Account, the Services etc.) at any time, through your settings in the Account or by sending Elige a termination notice to support@ambia.com (the Account will be cancelled within three (3) days of receipt of such notice). Elige will provide you with email confirmation of both your request to cancel Services and the actual cancellation of Services. If you do not receive a confirmation of your request to cancel after submitting the form or if you do not receive a confirmation of Service cancellation, you must notify Elige by sending an email to support@elige-africa.com or contacting Elige Customer Care by telephone. You will not receive any refund or partial refund or any credits for any charges already billed to your Account. If you have a remaining balance in your Account, it will be refunded to your method of payment currently on file.

Without limiting any other remedies, Elige may modify, limit, suspend, discontinue or terminate your use of all or any part of the Services and/or the Terms of Service, with immediate effect, automatically, with or without notice and without recourse to the courts or other tribunals, for any reason, including without limitation, if Elige reasonably suspects that you are:

- **in breach of any of the terms and conditions of the Terms of Service;**
- **you are using the Services to break the law or infringe third party rights;**
- **you are trying to unfairly exploit or misuse any of our policies;**
- **you are using the Services fraudulently or that your Account is being used by a third party fraudulently;**
- **creating problems or legal liabilities (actual or potential);**
- **delinquent with respect to any charges due for the Services;**
- **engaging in fraudulent, immoral or illegal activities; and/or**
- **subject to any proceeding under bankruptcy, insolvency, liquidation or similar laws.**

In addition, the same rights shall apply to Elige in relation to fraudulent calling patterns,

excessive usage, billing irregularities, or misuse of service promotions or campaigns; or if required due to a change in laws/regulations by a regulator or authority with a lawful mandate in any particular territory; or if required by any of Elige's service providers. You acknowledge and agree that Elige is under no obligation to provide the Services, and that Elige shall not be liable to you or to any other party for any limitation, suspension, discontinuance, termination or modification of the of the Services and/or the Terms of Service. Elige reserves the right to cancel the Account if it has been inactive for more than six (6) months.

On termination for any reason: all rights granted to you under the Terms of Services shall cease; you must immediately cease all activities authorized by the Terms of Services, including your use of any Services; you must immediately delete or remove the App, the Software and other parts of the Services (where applicable) from all Devices, and immediately destroy all copies of the same then in your possession, custody or control. Elige shall effect the termination by preventing your access to the Account or other parts of the Services, where applicable.

6. MISCELLANEOUS

6.1 Assignment

Elige may assign all or part of the rights and/or obligations under the Terms of Service without notice to you. You may not assign any rights or obligations under the Terms of Service to any third party without the prior written consent of Elige.

6.2 Limitation of Liability

In no event shall Elige and its subsidiaries, affiliates, officers, directors, employees, and agents and any other service provider who furnishes services to you in connection with the Services, be liable for any consequential, indirect, special, punitive or incidental damages, or damages for loss of money, data, goodwill, reputation, business information or business profits, business interruption, or other pecuniary loss, that result from the use of or inability to use the Services or otherwise arise under the Terms of Service, even if it has been advised of the possibility of such damages.

In any event, and without limiting the generality of this Section to the extent permitted by law, you agree that Elige's total aggregate liability to you for all damages and losses that arise in connection with the use of or inability to use the Services, or otherwise arise under the Terms of Service, shall not in any circumstance exceed the amount actually paid by you, if any, to us for the Services in the six (6) month period immediately prior to the date of the event giving rise to the relevant claim, subject to a maximum of two hundred and fifty U.S. Dollars (\$250) in all cases.

6.3 Indemnity

You agree to indemnify, defend and hold harmless Elige and its subsidiaries, affiliates, officers, directors, employees, and agents and any other service provider who furnishes services to you in connection with the Services, from any claim or demand or governmental investigation or enforcement action (including without limitation reasonable attorneys' fees) made by any third party due to or arising out of Your use of the Services (including without limitation posting and submitting of any material), your breach of the Terms of Service, or Your violation of any rights of another person or entity.

6.4 Applicable law and competent court

The Terms of Service shall be governed by and construed in accordance with the laws of Kenya without giving effect to the conflict of laws or provisions of Kenya or your actual state or country of residence. Any dispute, controversy or claim arising out of or in relation to the Terms of Service, your relationship with Kenya, including any non contractual obligations, will be exclusively subject to the jurisdiction of the courts of the Kenya. Notwithstanding the foregoing, Elige shall be entitled to bring actions for injunctive relief in any court of competent jurisdiction.

6.5 Entire Agreement

The Terms of Service represent the entire agreement between you and Elige relating to the use of the Sites, Accounts and any other part of the Services, and supersedes all prior offers, understandings, agreements and representations with respect to the Service or any other subject matter covered by the Terms of Service. For the purpose

of clarification, **the Terms of Service** supersede all promises made to you by our client services agents, representatives or employees. The Terms of Service may not be modified or amended except as described herein by Elige or otherwise with the written agreement of Elige.

If a court or arbitration panel finds any provision of the Terms of Service to be invalid or unenforceable for any reason, the remainder of the Terms of Service shall continue in full force and effect.

6.6 Headings

Headings used in the Terms of Service are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.

6.7 Translations of the Terms of Service

For your convenience, Elige may provide you with a translation of the English language version of the Terms of Service (available at www.ambia.io/tos). In the event of any inconsistency between a non-English version of Terms of Service and the English version, the English version shall govern your relationship with Elige.

If we fail to insist that you perform any of your obligations under the Terms of Service, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

6.8 Communication between us

If you wish to contact Elige, or if any condition in the Terms of Service requires you to give us notice in writing, you can send this to us by e-mail to support@ambia.io.

Elige may, when sending any notices to you, use your email address stated in the Account or any mail address or other address, provided by you in connection with your use of the Account, the Sites or other parts of the Services, or otherwise presented to us in your contacts with Elige.

You agree to the use of electronic communication in order to enter into contracts, place orders, and create other records and to the delivery of notices, policies and changes thereto and records of transactions with Elige.

ELIGE & JAMBOPAY USER AGREEMENT

1. Introduction

This User Agreement (hereinafter referred to as “Terms and Conditions”) is a contract between you and JamboPay which governs your use of the JamboPay account and JamboPay services. Please read and understand the terms and conditions contained in this agreement before being agreed to be bound by its terms.

- 1.1. The term “You” refers to all individuals and/or entities accessing the JamboPay Website/ Mobile Application/ JamboPay accounts for any reason.
- 1.2. The terms “we” and “JamboPay” are used interchangeably and refer to JamboPay itself and all individuals and/or entities acting directly on behalf of transactions for JamboPay.
- 1.3. These Terms apply in full force and effect to your use of the JamboPay Account and JamboPay services and by using this JamboPay Website or any of its online platforms, you expressly accept all terms and conditions contained herein in full.
- 1.4. If you disagree with the contents of this agreement, you should not accept the terms and conditions set in this agreement and as a consequence, you shall be unable to use the JamboPay account and JamboPay services, or have any other concern, please email our customer care team on customercare@jambopay.com or call us on the following telephone number +254 70 9920000.
- 1.5. These terms incorporated by reference in this Agreement override any terms or conditions previously published by JamboPay.
- 1.6. This terms and conditions may be amended at any time by posting a revised version on our website. The revised version will be effective at the time of posting.

2. Our Relationship

- 2.1. JamboPay is a Payment Service Provider. JamboPay helps you to make payments to third parties. JamboPay is an independent contractor for all purposes. JamboPay does not have control of, or liability for, the products and services that are paid for with the JamboPay services.
- 2.2. **Services:** we offer electronic payment services provision by way of facilitating payments due to Merchants, processing and routing the payments over the Internet, or on mobile phone and on physical agency points. We have electronic payments platform known as “JamboPay Gateway” (hereinafter referred to as “JamboPay Gateway”) through which it facilitates payments due to its various clients by processing and routing payments over the internet, points of sale and/or on mobile phone channels.
- 2.3. **Privacy:** Protecting your privacy is very important to JamboPay. Please review our **Privacy Policy** in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
- 2.4. **Consent for Marketing activities:** You hereby consent to use of your data for purposes of customer support, notices on your transactions, for troubleshooting purposes, for investigative purposes, for targeted marketing for JamboPay and its affiliates, service update notices, and promotional offers.

JamboPay may contact you on your telephone number, through calls, text messages (SMS) or e-mail messaging as a JamboPay account holder/ JamboPay wallet subscriber to cross sell JamboPay services, other JamboPay affiliates services and services incidental to your subscription.

- 2.5. **Notices to You:** You expressly consent to have JamboPay send communications regarding your JamboPay account and JamboPay services electronically. Any electronic communications will be considered to be received by you within 24 hours after the time we post it to your website or email/SMS it you.
- 2.6. **Calls recording:** You agree to receive calls and SMS at the mobile phone number (registered during account opening). We shall not share your phone number with non-affiliated third parties for their purposes without your consent, but may share your phone numbers with our affiliates or with our service providers. You understand and agree that JamboPay may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with JamboPay or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with JamboPay may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by JamboPay, and JamboPay does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

3. Accounts

- 3.1. **Eligibility:** To open a JamboPay Account or to use JamboPay Services, you should be at least eighteen (18) years old.
- 3.2. **Opening a JamboPay e-wallet account:** You may open an account electronically through Web Portal Channels, Mobile Application or USSD Code.
- 3.3. **Identity Authentication:** You authorize JamboPay, directly, through third parties or otherwise to make any necessary inquiries to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, a taxpayer identification number and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address/phone number or financial instruments or verifying your information against third party databases or through other sources. JamboPay reserves the right to close, suspend, or limit access to your account and/or the JamboPay services in the event we are unable to obtain or verify this information.
- 3.4. **Access Responsibility:**
- 3.4.1. You have full and unfettered access to your account subject to compliance to this agreement.
- 3.4.2. Unauthorized access: You shall not use the access to your account to illegally access the JamboPay system or any other person access and such unauthorized access shall mandate suspension of your account. Further to this any illegal transfer of money to your E-wallet shall mandate immediate suspension of your account.

3.4.3. Password Security: You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the JamboPay Services.

3.5. **Dormant and Deceased persons accounts:** If you fail to initiate any transactions or log in to your account for a period of two (2) years, JamboPay shall presume your account dormant. JamboPay shall make efforts to communicate to you to activate your account. Should you fail to initiate any log in into your account for a period of five (5) years your account shall be declared abandoned and any funds therein shall be transferred to the Unclaimed Financial Assets Authority or as the law shall provide. Upon notice of your demise, your account shall be temporarily suspended to prevent transactions from your account. Access shall be granted upon production of Grants of Probate or Letters of Administration or to your legal representatives duly appointed by a court of competent jurisdiction. Once all funds in a deceased persons account are withdrawn by a legal representative the account shall be closed.

4. Intellectual Property

4.1. Subject to the express provisions of these terms and conditions:

- JamboPay owns and control all the copyright and other intellectual property rights on this site and the related material in it.
- All the copyright and other intellectual property rights and the material on the website or JamboPay services are reserved.

4.2. We do not grant you any right, license, title or interest to any of our intellectual property rights which you may or may not have access to.

4.3. All the content, trademarks and data on this site, including but not limited to, software, databases, text, graphics, icon, hyperlinks, private information, designs and agreements, are the property of, or are licensed to JamboPay and as such are protected from infringement by the local and international legislation and treaties.

5. Warranty Disclaimer

5.1. JamboPay will always ensure that the website is available at all times and bug free. However, it is used at your own risk.

5.2. This website/ mobile application/JamboPay services is provided “as is” without any representations or warranties, express or implied. JamboPay makes no representations or warranties in relation to this website/mobile application/JamboPay services or the information and materials provided therein.

5.3. Without prejudice to the generality of the foregoing paragraph, JamboPay does not warrant that: this website will be constantly available, or available at all; or that the information on this website is complete, true, accurate or non-misleading. Nothing on this

website constitutes, or is meant to constitute, professional advice of any kind. If you require advice on any matter you should consult an appropriate professional.

- 5.4. Your use of our services are at your own risk and you alone will be responsible for any damage that results in loss of data or damage to your computer system. No advice or information, whether oral or written obtained by you from our website or our services will create any warranty or condition not expressly stated.

6. Term and Termination

- 6.1. This Agreement shall commence from the date of use of the JamboPay Website/JamboPay Services and account opening.
- 6.2. This Agreement shall terminate immediately upon any of the following circumstances:
- 6.2.1. If you close your account;
 - 6.2.2. If you go into liquidation either compulsory or voluntary or if a receiver is appointed in respect of all or any of your assets;
 - 6.2.3. If any event equivalent to the above occurs and affects you;
 - 6.2.4. You are guilty of a criminal offence involving fraud, dishonesty or other financial impropriety;
 - 6.2.5. You are being dissolved or wound up through court or otherwise;
 - 6.2.6. You violate any provision of the regulations as may, in the opinion of JamboPay, warrant termination of the agreement;
 - 6.2.7. For the avoidance of doubt, termination of this Agreement may also be initiated by the Central Bank of Kenya.
- 6.3. Subject to the above, obligations related to your account may supersede termination date.

7. Limitation of Liability

JamboPay will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with this agreement/website/JamboPay service:

- To the extent that the website is provided free-of-charge, for any direct loss;
- For any indirect, special or consequential loss; or
- For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

8. Indemnification

You hereby indemnify JamboPay and undertake to keep JamboPay indemnified against any losses, damages, costs, liabilities and expenses (including without limitation to reasonable legal fees) arising out of any breach by you of any provision of this agreement, or arising out of any claim that you have breached any provision of this agreement.

9. Governing Law

This Agreement will be governed by, and construed in accordance with the Laws of Kenya and the parties irrevocably submit to the exclusive jurisdiction of the Kenyan Courts.

10. General

- 10.1. Nothing in this Agreement shall create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between us.
- 10.2. No waiver of any breach of this Agreement shall be deemed to be a waiver of any other, or any subsequent, breach. No failure or delay by any party in exercising any rights, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.
- 10.3. If a provision of these agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 10.4. If any provision of this Agreement is held to be invalid, illegal or unenforceable, it will be severed and the remainder of the Agreement will remain in full force and effect.
- 10.5. These terms apply exclusively to your access to, and use of, this website/JamboPay services and does not alter in any way, the terms or conditions of any other agreement you may have with JamboPay for products, services or otherwise.
- 10.6. This agreement may be changed without notice. Your continued use of this website or JamboPay Account or JamboPay services after any such changes constitute your acceptance of the new terms and conditions.