

END USER LICENSING TERMS AND CONDITIONS AND PRIVACY NOTICE FOR MOBILE CONNECT

COMMON TERMS FOR SERVICE PROVIDERS

WELCOME TO THE MOBILE CONNECT SERVICE ("MOBILE CONNECT" OR THE "SERVICE") AND THANK YOU FOR CHOOSING TO USE THE SERVICE

THE FOLLOWING MOBILE CONNECT END-USER LICENSING TERMS AND CONDITIONS AND PRIVACY NOTICE ("TERMS AND CONDITIONS") APPLY TO YOU WHEN YOU USE THE SERVICE. YOUR USE OF THE SERVICE MEANS THAT YOU AGREE TO THESE TERMS AND CONDITIONS. PLEASE READ THIS DOCUMENT CAREFULLY. "YOU" AND "YOUR" SHALL REFER TO THE END USER OR SUBSCRIBER OF THE OPERATOR ACCEPTING THESE TERMS AND CONDITIONS. "WE," "OUR" OR "US" SHALL REFER TO THE OPERATOR PROVIDING THE SERVICE TO YOUR SERVICE PROVIDER.

When you use the Service, You agree that:

- The Service (which includes downloading and use of the Mobile Connect Service) is provided to You by Us, or Your selected Mobile Operator. The Terms and Conditions constitute a legal and binding agreement which governs Your use of the Service.
- You are responsible for keeping confidential any passwords, personal identification numbers, passcodes or other security information that You use or receive in connection with the Service. Do not reveal Your security information to anyone else. We will not be responsible for any damages, costs, expenses and/or losses arising out of the unauthorized use of Your account.
- We shall not provide You with any customer support or assistance with Your use of this Service.
- We may collect and use personal or other information provided by You in order to provide You with the Service.
- Mobile Connect is not a certified electronic signature service and does not purport to certify Your identity except the accuracy of a particular phone number. The Service cannot be used as a replacement for official personal identification or any other authentication means.
- We shall immediately suspend or terminate Your access to the Service if You violate any of these Terms and Conditions and/or the Terms of Use of m-pesa. We will have no liability or obligation to You if we suspend or terminate Your access.
- We are not responsible for any third-party services that You avail or access while using Mobile Connect. You access those services at Your own risk. You must contact the third-party service provider directly if you encounter any issues.
- Third-party services may have their own terms and conditions, and third-parties may charge You for their services. It is Your responsibility to review and understand any third-party terms and conditions. We disown any liability arising out of or in connection with Your dealings or usage with the or of the third party service provider.

1. Usage Rules

- You agree to use the Service in compliance with these usage rules and all applicable laws for the time being in force. We reserve the right to modify the usage rules at any time without your prior knowledge or consent.
- You are authorized to use the Service, solely and exclusively for the purpose of using the Service in accordance with the Terms and Conditions. This authorization is exclusive to You and is not transferrable or assignable by You.
- You agree that You shall not attempt or assist another person to, violate, circumvent, reverse-engineer, decompile, disassemble or otherwise tamper with the Service.
- You agree that you shall not infringe any copyright or any other Intellectual Property relating to or in connection with the Service and shall indemnify us and hold us harmless against any such infringement. "Intellectual Property Rights" means all worldwide (a) patents, patent applications, patent rights and discoveries or inventions (whether or not patentable); (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth herein and any other proprietary rights relating to intangible properties

including but not limited to logos, marks and other brand materials; and (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

- If any open source software is included in the Service, You agree to abide by the relevant open source license terms.
- You shall indemnify and hold Us and our predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, and attorneys harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Your unauthorized use of the Services or for any breach of obligations set forth herein.

2. Proprietary Rights.

- You agree that the Service, including but not limited to trademarks, user interface, scripts and software used to implement the Service, contains proprietary information owned by Us or our third-party service providers, and is protected by applicable Intellectual Property and other laws. All Intellectual Property rights in the Service belong to Us or certain third-parties and You shall not do anything to jeopardize, limit or interfere with such Intellectual Property rights.
- You acknowledges and agree that the Services are protected by copyright, trade mark and other intellectual property laws. We retain all right, title and interest in and to the Services and all methodologies, know-how, processes, technologies, tools, devices, documentation, ideas or data and all derivatives thereof (including any and all Intellectual Property Rights and other proprietary rights embodied therein or associated therewith). These End User Licensing Terms and Conditions in no way conveys any right or interest in the Services other than a limited license to use it in accordance herewith.

3. Use of your Personal Information and Your Privacy

- We value Your privacy and take the protection of your personal information seriously. We have created a Privacy Policy available at Our link given below, to help You understand how We handle and deal with Your personal information, when You use Our products and services, including the Service. By agreeing to these Terms and Conditions, You also agree to Our use of such information in accordance with Our privacy policy.
- Because We want Your experience to be as easy and convenient as possible, We also use cookies. A 'cookie' is a small text file placed on Your computer, tablet or mobile device. Our use of cookies can't identify You personally and We don't use them for advertising. We only use them to remember things such as your language preferences or settings for the Service, so You don't have to do this each time you use the Service (which might be very annoying). To make it easy, We utilise a pre-checked 'remember me' box – just uncheck the box if You prefer not to be remembered, and definitely uncheck the box if You are using a shared computer or device.
- Your trust is important to Us, and We will not share or sell Your personal information or use it for direct marketing purposes.
- If you want to contact Us about how your personal information is used please do so by using the contact information contained at Our Privacy Policy link below[1].
- We reserve the right to disclose any information provided by You to law enforcement authorities, Courts, government officials or other duly authorised third-parties or as required under any applicable law for the time being in force, if We believe such disclosure is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms and Conditions, or for Us to comply with any legal process.

4. Changes

- We may modify the Terms and Conditions at any time and impose new or additional terms or conditions on Your use of the Service **without your prior knowledge and consent**. Such modifications and additional

terms and conditions shall be effective immediately and incorporated into these Terms and Conditions. Your continued use of the Service will be deemed acceptance thereof.

5. Termination

- We may terminate these Terms and Conditions at any time, for any reason, including for convenience. If the Terms and Conditions are terminated by Us, You must immediately cease and desist using the Service.

6. Disclaimer of Warranties; Liability Limitation

- WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.
- YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK AND YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY FAULTS OR ERRORS, INCLUDING LOSS, CORRUPTION OR MISUSE OF YOUR DATA. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE OR PERFORMANCE OF THE SERVICES. IF IN ANY RELEVANT JURISDICTION THIS LIMITATION WOULD NOT BE LEGALLY UPHOLD THEN OUR TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT OF INR 1000 (INDIAN RUPEES ONE THOUSAND ONLY).

7. GOVERNING LAW

- The Service is operated by Us from our offices in India. You agree to comply with all applicable laws, statutes, ordinances and regulations that apply to Your use of the Service. Provision and use of the Service shall be governed by and construed in accordance with the laws of India, without regard to conflict of laws and rules. You expressly agree that exclusive jurisdiction for any claim or dispute with Us, or relating in any way to your use of the Service resides, at Our option in the courts of Mumbai, Delhi or elsewhere in India.

FOR AIRCEL USERS

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