

# **TERMS AND CONDITIONS**

## **1. SCOPE OF AGREEMENT**

1.1. These terms and conditions constitute a legally binding agreement (the “Agreement”) made between you, whether personally or on behalf of an entity (“you” and “User”) and Mamlaka Hub & Spoke Ltd. (“MHS”, “we”, “us”, or “our”) and govern all use of the <https://mam-laka.com/> website (the “Site”) and, unless otherwise subject to a separate written agreement with MHS, will also govern use of the products and services available at the Site (taken together with the Site, the “Service”). The Service is owned and operated by MHS. The Service is offered subject to your acceptance without modification of all terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by MHS.

1.2. YOU AGREE THAT BY ACCESSING THE SITE, YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY. IF YOU ARE UNDER EIGHTEEN (18) YEARS OF AGE, YOU MAY NOT USE THE SERVICE.

1.3. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. MHS reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this Agreement at any time. It is User’s responsibility to check this Agreement periodically for changes. User’s continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

1.4. The information provided on the Site is not intended for distribution to or use by any Person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those Persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **2. MHS**

2.1. Mamlaka Hub & Spoke is a private company incorporated in Kenya and regulated by the Central Bank of Kenya in accordance to the authorization certificate no. **NPS/29/31/2023**. MHS is hereby authorized to provide payment initiation services as a payment gateway and aggregator in the Republic of Kenya.

2.2. MHS processes Payment Transactions on behalf of Sellers. MHS is not a bank or other chartered depository institution.

## **3. USING THE SERVICE**

3.1. The User does not need to register for an MHS account in order to use Service and to visit most areas of the Site. However, to access restricted areas of the Site the User will need to register and set up an account with MHS (the “Account”).

3.2. The User is solely responsible for Account and the maintenance, confidentiality and security of Account and all passwords related to your Account, any and all activities that occur under the Account, including all activities of any persons who gain access to the Account with or without User’s permission.

3.3. The User agrees to immediately notify MHS, to the extent that the User is or become aware, of any unauthorized use of the Account, any Service provided through the Account or any password related to the Account, or any other breach of security with respect to the Account or any service provided through it, and the User agrees to provide assistance to MHS, as requested, to stop or remedy any breach of security related to the Account.

3.4. The verification documents provided to MHS will have to be uploaded by the User into MHS system using the relevant function of the Site. If scan copies of the documents do not pass the aforementioned technical screening, the transaction will be refused, and the User will be denied from using Service.

3.5. MHS retains the right to at all times request any additional documents and/or information regarding the User, transaction(s). MHS will decide in sole discretion whether the documents and/or information provided are sufficient to allow the User to use the Service or any part thereof. MHS may at all times request an update and/or confirmation of any information and documentation as frequently as needed to follow internal policies and to comply with the Acting Law of the Central Bank of Kenya and international regulations.

#### **4. USER REPRESENTATIONS**

4.1. By using the Site, User represents and warrants that:

(i) all information the User submits will be true, accurate, current, and complete and the User agrees to promptly notify MHS of any changes to this information as required to keep such information held by MHS current, complete and accurate;

(ii) the User has the legal capacity and User agrees to comply with Agreement;

(iii) the User is not under the age of 18;

(iv) the User is a legally established, independent, body corporate;

(v) the User will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;

(vi) the User will not use the Site for any illegal or unauthorized purpose;

(vii) use of the Site by the User will not violate any applicable law or regulation.

4.2. If any information provided by the User is untrue, inaccurate, not current, or incomplete, MHS has the right to suspend or terminate the Account and refuse any and all current or future use of the Site (or any portion thereof).

#### **5. RESTRICTIONS**

5.1. The User shall not, nor permit anyone else to, directly or indirectly:

(i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Service;

(ii) modify or create derivatives of any part of the Service;

(iii) use the Service for timesharing.

5.2. The User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any content, to obtain or attempt to obtain any

materials, documents or information through any means not purposely made available through the Service.

5.3. The User shall not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service by hacking, password “mining”, or any other illegitimate means.

5.4. The User shall not probe, scan or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service.

5.5. The User shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service.

5.6 The User shall not use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person’s use of the Service. In addition to other restrictions set forth in the Agreement, the User agrees that:

(i) will not place false or misleading information on the Site;

(ii) will not use or access any service, information, application or software available via the Site in a manner not expressly permitted by MHS;

(iii) will not input or upload to the Site any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Site or that infringes the Intellectual Property (defined below) rights of another;

(iv) may not use or access the Site or the Service in any way that, in MHS’s judgment, adversely affects the performance or function of the Site, the Service.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. Unless otherwise indicated, the Site is proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by MHS or licensed to MHS, and are protected by copyright and trademark laws and various other intellectual property rights laws.

6.2. “MHS” and all logos related to MHS Service are either trademarks or registered trademarks of MHS or MHS’s licensors. The User may not copy, imitate, modify or use them without MHS’s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of MHS. The User may not copy, imitate, modify or use them without our prior written consent. The User may use HTML logos provided by MHS for the purpose of directing web traffic to MHS Service. The User may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes MHS or MHS Service or display them in any manner that implies MHS’s endorsement. All right, title and interest in and to the Site, any content thereon, MHS Service, the technology related to the Service, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of MHS and its licensors.

6.3. If User is using MHS software such as software application, which may include software provided by or integrated with software, systems or services of Third parties, that the User has downloaded or otherwise accessed through the Site, then MHS grants the User a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use MHS’s software in accordance with the documentation accompanying such software. This license grant applies to the

software and all updates, upgrades, new versions and replacement software. The User may not rent, lease or otherwise transfer rights in the software to a third party. The User must comply with the implementation, access and use requirements contained in all documentation accompanying the Service. If the User does not comply with implementation, access and use requirements the User will be liable for all resulting damages suffered by the User, MHS and Third parties. MHS may update or discontinue any software without notice to the User. The User agrees not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any Third party materials or technology, or otherwise create any derivative works from any of the software or Third party materials or technology. The User acknowledges that all rights, title and interest to MHS's software are owned by MHS and any third-party materials integrated therein are owned by MHS's Third party service providers. Any other Third party software application that the User uses on the Site is subject to the license User agreed to with the third party that provides this software. User acknowledges that MHS does not own, control nor have any responsibility or liability for any such Third party software application.

## **7. INDEMNIFICATION**

7.1. MHS agrees to indemnify and hold harmless the User, its officers, directors, employees, legal counsel and its affiliates (each User Indemnified Party) against any and all losses, claims, damages and liabilities, joint or several, and expenses (including all legal or other expenses reasonably incurred by the Start-up) caused by or arising out of MHS's bad faith, gross negligence or willful misconduct in performing the Service described herein.

7.2. The User agrees to indemnify and hold harmless MHS, its officers, directors, employees, legal counsel and its affiliates (each, MHS Indemnified Party") against any and all losses, claims, damages and liabilities, joint or several, and expenses (including all legal or other expenses reasonably incurred by MHS) caused by or arising out of

(i) any misrepresentation or untrue statement or alleged misrepresentation or untrue statement of a material fact made by the User to MHS, or the omission or the alleged omission by the User to state a material fact necessary in order to make statements made not misleading in light of the circumstances under which they were made;

(ii) any misrepresentation or untrue statement or alleged misrepresentation or untrue statement of a material fact contained in any document furnished to MHS, or the omission or the alleged omission by the User to state in the documents furnished to the MHS a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which they were made, to the extent such misstatements or omissions are made in reliance upon and in conformity with written information furnished by the User for use in the documents furnished to MHS;

(iii) any breach or alleged breach of any representation, warranty or covenant made by the User in this Agreement, or

(iv) the User's bad faith, gross negligence or willful misconduct in performing its obligations herein. The User agrees to reimburse MHS Indemnified Party for any reasonable expense (including reasonable fees and expenses of counsel) incurred as a result of producing documents, presenting testimony or evidence, or preparing to present testimony or evidence (based upon time expended by MHS Indemnified Party at its then current time charges or if such person shall have no established time charges, then based upon reasonable charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the performance by MHS Indemnified Party of any obligation for which it is indemnified hereunder.

## **8. LIMITATION OF LIABILITY**

8.1. IN NO EVENT WILL MHS, ITS AFFILIATES, AGENTS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USER'S USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF AGREEMENT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER THE ACTING LAW OF THE CENTRAL BANK OF KENYA.

## **9. FORCE-MAJEURE**

9.1. Force Majeure event means any circumstance not within a:

- (i) Party's reasonable control including, without limitation:
- (ii) acts of God, flood, drought, earthquake or other natural disaster;
- (iii) epidemic or pandemic;
- (iv) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (v) nuclear, chemical or biological contamination or sonic boom;
- (vi) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction;
- (vii) collapse of buildings, fire, explosion or accident; and
- (viii) any labor or trade dispute, strikes, industrial action or lockouts.

9.2. Provided it has complied with clause 10.4. (Force Majeure), if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure event (Affected Party), the Affected Party must not be in breach of this Agreement or otherwise liable for any such Fail or delay in the performance of such obligations. The time for performance of such obligations must be extended accordingly.

9.3. The corresponding obligations of the other Party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.

9.4. The Affected Party must:

- (i) as soon as reasonably practicable after the start of the Force Majeure event but no later than five (5) business days from its start, notify the other Party in writing of the Force Majeure event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure event on its ability to perform any of its obligations under the Agreement; and
- (ii) use all reasonable endeavors to mitigate the effect of the Force Majeure event on the performance of its obligations.

9.5. If the Force Majeure event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than six (6) weeks, the Party not affected by the Force

Majeure event may terminate the Agreement by giving fourteen (14) business days written notice to the Affected Party.

## **10. DISCLAIMER**

10.1. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SITES FOR ANY RECONSTRUCTION OF ANY LOST DATA. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY DISRUPTIVE OR HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SITE OR TO DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE LINKED TO THEM. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICE WILL BE AT YOUR SOLE RISK. THE SITE, ITS CONTENT AND ANY SERVICE OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SITE, THE CONTENT OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT SITE OR THE SERVER(S) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER DISRUPTIVE OR HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY

(1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS,

(2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE,

(3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,

(4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE,

(5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR

(6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS

OR SERVICES. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER THE ACTING LAW.

## **11. GOVERNING LAW AND DISPURE RESOLUION**

11.1. The governing law of this Agreement shall be governed by and construed in accordance with the laws of Kenya and the parties hereto hereby submit to the exclusive jurisdiction of the courts of Kenya

11.2. If any dispute arises in the course of fulfilment of obligations under the Agreement, the Parties must take all necessary measures to settle the disputes without recourse to the litigation.

11.3. If a party gives the other party notice that a dispute has arisen (a Dispute Notice) and the parties are unable to resolve the Dispute amicably within 30 (thirty) days of service of the Dispute Notice (or such longer period as the parties may mutually agree), then any dispute, whether contractual or non-contractual, arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, may first be submitted to mediation at Arbitration of the Nairobi Centre for International Arbitration by one Arbitrator appointed in accordance with the said rules and in accordance with the Arbitration Act, 1995, as may be from time to time amended. The seat of arbitration shall be Nairobi, Kenya and the language to be used in the arbitral proceedings shall be English. The Parties shall continue to perform their obligations under the contract pending conclusion of the arbitral proceedings.

## **12. COMMUNICATIONS AND SIGNATURES**

12.1. Visiting the Site, sending MHS emails, and completing online forms constitute electronic communications. The User consents to receive electronic communications, and the User agrees that all agreements, notices, disclosures, and other communications provided by MHS to User electronically, via email and on the Site, satisfy any legal requirement that such communication be in Writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY MHS OR VIA THE SITE.

## **13. COMPLAINTS**

13.1. MHS aims to provide the highest level of service possible. If you experience a problem, MHS will always seek to resolve this as quickly and efficiently as possible. In the unlikely event that you are dissatisfied with our Service, in the first instance you should inform us of the complaint as soon as possible in writing by email to [hello@mam-laka.com](mailto:hello@mam-laka.com).

13.2. We will acknowledge receipt of your complaint within 15 Days.

13.3. We will investigate your complaint and come back to you with the initial findings of our investigation as soon as possible.

## **14. PRIVACY AND COOKIE POLICY**

14.1. MHS's current Privacy policy is available at [https://mam-laka.com/privacy\\_policy](https://mam-laka.com/privacy_policy) (the "Privacy Policy") and the Cookie policy is available at [https://mam-laka.com/privacy\\_policy#cookiePolicy](https://mam-laka.com/privacy_policy#cookiePolicy), that are incorporated by this reference.

## **15. NO FINANCIAL ADVICE**

15.1. The Service and any information displayed on the Site does not constitute investment or financial advice, and nothing relating to the provision of the information herein shall be construed as creating a fiduciary, financial or other advisory relationship between MHS and the User.

15.2. MHS's publications do not offer investment advice and nothing in them should be construed as investment advice.

15.3. Any comments or statements made are not a recommendation for the User, for any particular course of action and should not be regarded as investment advice.

## **16. ENTIRE AGREEMENT**

16.1. This Agreement, including the Privacy Policy, the Cookie Policy and other terms, policies and guidelines incorporated by reference, constitute the entire agreement between the User and MHS, superseding any prior agreements between the User and MHS with respect to the Service.

## **17. WAIVER**

No waiver by MHS of any term or condition set forth in the Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MHS to assert a right or provision under the Agreement shall not constitute a waiver of such right or provision.

## **18. SEVERABILITY**

18.1 If any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

## **19. TERMINATION**

19.1. MHS reserves the right to restrict or terminate the User's access to this Site or any feature of Site or any feature or part thereof at any time. Any indemnities given by the User and limitations on MHS's liability will survive such termination. Any termination of the User's right to use or access any part of this Site will not affect any rights which have accrued to or have been accrued by either the User or MHS prior to termination.

19.2. YOU ACKNOWLEDGE AND AGREE THAT WE MAY, WITHOUT NOTICE, SUSPEND OR TERMINATE OR DENY THE ACCESS TO ALL OR PART OF THE SITE IN OUR SOLE DISCRETION OR FOR ANY OTHER REASON WHICH WE THINK FIT AND PROPER.