

## TERMS AND CONDITIONS FOR THE ibuQa CAPITAL LIMITED MOBILE PLATFORM

---

The following terms and conditions apply to all services rendered by IbuQa Capital Limited (herein referred to as "the Company") including but not limited to online platforms created and operated by IbuQa Capital Limited, Goods-in-Transit Insurance offered by the Company and cash handling services (herein referred to as "the Service"). By opting into the Service, you will be deemed to have read, understood, and accepted these terms and conditions.

### 1. Definition of Terms

**ibuQa User or the User:** Any individual of consenting age who uses the Service for their own use or legally on behalf of an organisation where they hold position.

**Digital Identity:** A unique set of identifiable data sets, which in combination can reliably be used to uniquely identify an individual or organisation in the digital space.

### 2. Description of Service

This service will enable ibuQa Users to send packages from any location within Nairobi County and its environs to any other areas in the location. ibuQa Users may also send package to area outside of Nairobi County and its environs but acknowledge that ibuQa Capital may use a third-party logistics provider to fulfil the service. ibuQa Users may also insure their packages while the packages are in transit and contract ibuQa Capital Limited to collect and remit cash on their behalf.

### 3. How to enroll/activate the service

You activate the service by signing up. This will also grant us permission to send you email and SMS notifications.

### 4. Using the service

The service comprises a web-based interface created and maintained by ibuQa Capital as well as multiple channels for interaction such as Twitter, Facebook, Instagram and the official emails and phone numbers listed below:

- a. Emails
- b. Phone numbers

Through the channels listed above, an ibuQa User can update their personal information, view and update their profile information and delete linkage with the data.

ibuQa Users may also request for the Service of ibuQa Capital through these channels, view their request history and receive payment information.

### 5. How to opt out of the Service

You opt out of the service by deleting or deactivating the account.

### 6. Charges

ibuQa Capital Limited charges ibuQa Users according to the rate card provided to them. The rate card is available on request and is subject to change at the discretion of the Company without advance notice to ibuQa Users.

### 7. Changes

We reserve the right to immediately change the terms, conditions, notices, and charges under which we offer the Service, or any product or service offered thereunder, as a direct result of new or amended legislation, statutory instrument, Government regulation, policy, or license. In

the event of any review of our business planning, technical, public interest or operational reasons, changes within the industry, recommendations from regulatory bodies or similar events, and where circumstances permit, we shall notify you of such changes by SMS or e-mail or through the media (including newspaper publications, television, or radio) or on our website at [www.ibuqacapital.com](http://www.ibuqacapital.com) and [ibuqa.io](http://ibuqa.io).

These terms and conditions and any changes to them may also be accessed at [www.ibuqacapital.com](http://www.ibuqacapital.com) or and [ibuqa.io](http://ibuqa.io) and your continued use of the Service shall be deemed to be your acceptance of an agreement to all such terms, condition, notices and charges and any changes thereto.

## 8. Exclusion of Liability

To the maximum extent permissible by the law, we exclude warranties of all kinds, either express or implied:

Access and use of the Service is voluntary and controlled by the User. The completeness of the information held by ibuQa Capital limited depends on the frequency, consented use of the platform by the User, and the completeness of information uploaded/shared onto the platform by the User. In the case of incorrect or inaccurate information, Users or Organisations must refer to the User responsible for providing or entering the data on the platform.

The secrecy and security of the respective verifiers (PIN (Personal Identification Number), password, mobile phone text messages) are the responsibility of the Users, and ibuQa Capital Limited and its partners bear no liability for inappropriate use of the verifiers.

Although ibuQa capital Limited and the respective consortium partners will have taken all reasonable precautions to ensure that the information provided to you on our platforms is accurate and that you suffer no loss or damage as a result of the use of the Service, by using the Service you agree that your use is entirely at your own risk and volition and that you assume full responsibility for any risk of loss or damage arising from the use of the Service with the exclusion of any wilful and gross negligence by the Company and its consortium partners and their respective officers, employees, subcontractors or agents. You are responsible for the correctness of the data in your profile.

By using the Service, you hereby acknowledge that you have registered for the ibuQa Capital service voluntarily and without any coercion and have no legal rights against ibuQa Capital, for the use of the Service.

You agree that ibuQa Capital Limited and their officers, employees, agents, and partners will not be liable for any loss or damage including, without limitation, any direct, indirect, special, incidental, consequential, or punitive damages, whether arising out of contract, statute, tort or otherwise arising from:

- a. Any force majeure events or other circumstances outside the control or knowledge of and its consortium partners or including industrial disputes, terrorist, or enemy action, or
- b. Any damage to or loss of information on your mobile phone if unwanted programs or material, malwares, trojans, worms or viruses are transmitted to your mobile phone using the Service. It is expected that by using the Service you will take all reasonable precautions while sending and receiving data via the Companies services.
- c. Any losses incurred due to any inaccurate content, loss or unavailability of data or lack of access to the Service that is beyond the control of the Company.
- d. Any content on a third-party or online partner site or service.

ibuQa Capital Limited makes no representations about any products or services that are not directly provided by the Company. This includes products and services provided by

contracted third party logistics providers. ibuQa Capital Limited expressly disclaim any liability arising from any loss occurring because of reliance on these products or services.

#### **9. Dispute Resolution and Jurisdiction**

You may contact the ibuQa Capital Limited customer support centre on telephone number 0711 082 377 / 0743 750 000 to report any dispute or claim relating to the Company while your account is valid and active.

All disputes arising from the Company, or these Terms of Service will be addressed by way of amicable discussions between the parties.

If an amicable resolution of the dispute or claim fails for a period longer than 14 days from the date the dispute or claim first arose, the dispute may be resolved by an arbitrator agreed on by both parties and in default of such agreement by an arbitrator appointed by the Chairman of the Kenya Chapter of the Chartered Institute of Arbitrators on the application of either party. Such arbitration shall be conducted in Nairobi in accordance with the Arbitration Act 1995 or any re-enactment thereof.

To the extent permissible by law the determination of the arbitrators shall be final conclusive and binding upon the parties hereto.

These Terms of Service and the use of the service shall be governed by the Laws of Kenya.

#### **10. Other terms and conditions**

To access this service, you must be over 18 years of age, holder of a national Identity Card, and must opt into the platform.

We are committed to respecting and protecting the privacy of the information we collect from you in compliance with the applicable laws and obligations on data use and privacy. Our privacy statement, as updated from time to time, explains how we treat your personal data and protect your privacy when you use our Service and can be found on our Privacy policy.

ibuQa Capital Limited reserves the right to vary or amend any feature of the Service or to amend these terms and conditions at any time. Such changes shall be advertised on the Company's website [ibuqacapital.com](http://ibuqacapital.com) and may also be published in the local press. Such changes shall not affect any Service you have requested prior to the effective date of the changes.

#### **11. Privacy and Security:**

While ibuQa Capital Limited will pursue and implement all security measures within its reach to ensure privacy of your information and the security thereof:

- a. The User is responsible for the security of their personal device/s that bear or store any communication, data or information relating to or sent or received from the Company.
- b. The User is solely responsible for maintaining the secrecy of any key information such as passwords, PIN, OTP (One Time Password) that enable or grant access to information on the Users devices, and both expected and required not to share this information with anyone else outside of the valid use of the Services.
- c. ibuQa Capital Limited and its consortium partners will have access to identifiable data for use in monitoring the system performance the services hereunder and related hereto including administration of the account, support, customer communication, access to the Services.
- d. The Company will have access to de-identifiable or anonymized data including system and other data for use in service performance and analytics