

TAFMUNG Disclaimer

Effective Date: May 5th, 2022

Mobile and Web Application: Tafmung Connect

This disclaimer ("Disclaimer") is applicable to the mobile and web application listed above.

EFFECTIVE DATE: Effective Date above means the date this Disclaimer becomes effective.

The use of this mobile and web application and services on this application are provided by Tafmung (hereinafter referred to as "Company" or "Operator") and are subject to this Disclaimer.

Should you continue to use the mobile and web application, the Company deems that as a manifestation of your assent to this Disclaimer.

The parties to this Disclaimer are the Company and you, as the user of this mobile application. Hereinafter, the parties will individually be referred to as "Party" and collectively as "Parties."

By continuing to use this mobile application, you assent to each term and section contained in this Disclaimer.

You hereby understand and acknowledge that the Company is not acting as an attorney, certified financial planner, broker, or other regulated advisor through your use of the mobile and web application.

If you are in need of legal advice or financial advice, please consult the appropriate advisor, such as your own attorney, accountant, or other professional.

You agree that your use of the mobile and web application is at your sole and exclusive risk and that any services provided by the Company are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind,

including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the mobile application will meet your needs or that the mobile application will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy, completeness, or quality of any information on the mobile application or obtained through any services. You agree that the Company is not liable for any errors, omissions, loss or damage which may be caused by your use of the mobile application, to the fullest extent permitted by law. Any damage that may occur to you, through your computer or mobile system, or as a result of loss of your data from your use of the mobile application is your sole responsibility.

Documents, information, or other services received on or through this mobile application may not be appropriate for your particular situation, the assessment of which is your sole and exclusive responsibility.

The Company makes no assurances to any particular outcome based on your use of the mobile application, including business or financial outcomes.

You agree that the mobile application provided by the Company is the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, without express written permission from the Company.

You agree not to use the mobile and web application for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the mobile and web application in any way that could damage the mobile and web application or general business of the Company.

You further agree not to use the mobile and web application:

- 1) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

- 2) To violate any intellectual property rights of the Company or any third party;
- 3) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- 4) To perpetrate any fraud;
- 5) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- 6) To publish or distribute any obscene or defamatory material;
- 7) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- 8) To unlawfully gather information about others.

INDEMNIFICATION: You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the mobile and web application, your breach of this Disclaimer or any of our other legal documents, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense if the Company wishes.

Through your use of the mobile application, you agree that the laws of South Africa and Kenya shall govern any matter or dispute relating to or arising out of this Disclaimer, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions.

ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county chosen by the Company. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award

punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing laws of South Africa and Kenya. Each Party shall pay their own costs and fees. *Intellectual property claims by the Company will not be subject to arbitration and may be litigated, as the sole exclusion to this section.* The Parties waive any rights they may have to a civil trial in regard to arbitral claims.

TAFMUNG CONNECT PVT LTD