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Terms of Service

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Usalama Platform, you agree to comply with and be bound by these Terms of Service.

Thank you for using Usalama!

These Terms of Service ("Terms") constitute a legally binding agreement ("Agreement") between you and Usalama (as defined below) governing your access to and use of the Usalama website, including any subdomains thereof, and any other websites through which Usalama makes the Usalama Services available (collectively, "Site"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application") and all associated services (collectively, "Usalama Services"). The Site, Application and Usalama Services together are hereinafter collectively referred to as the "Usalama Platform".

When these Terms mention "Usalama," "we," "us," or "our," it refers to the Usalama company you are contracting with.

Our collection and use of personal information in connection with your access to and use of the Usalama Platform is described in our Privacy Policy.

Any and all payment processing services through or in connection with your use of the Usalama Platform ("Payment Services") are provided to you by one or more Usalama Payments entities (individually and collectively, as appropriate, "Usalama Payments") as set out in the Payments Terms of Service ("Payments Terms").

Emergency Service Providers alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Services. If you have questions about how local laws apply to your Emergency Services(s) and Emergency Provider Service(s) on Usalama, you should always seek legal guidance.



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1. Scope of Usalama Services

1.1 The Usalama Platform is a mobile based platform that enables registered users (“Members”) and certain third parties who offer emergency services (Members and third parties who offer services are “Emergency Providers” and the services they offer are “Emergency Services”) to provide such Emergency Services on the Usalama Platform and to communicate and transact directly with Members that are seeking such Emergency Services

1.2 As the provider of the Usalama Platform, Usalama does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Emergency Service. Emergency Providers alone are responsible for their Emergency Services. When Members link to an emergency service provider, they are entering into a contract directly with each other. Usalama is not and does not become a party to or other participant in any contractual relationship between Members, nor is Usalama an emergency service provider. Usalama is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

1.3 While we may help facilitate the resolution of disputes, Usalama has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Emergency Service, (ii) the truth or accuracy of any descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Usalama does not endorse any Member, Emergency Service Provider. Any references to an Emergency Provider being “verified” (or similar language) only indicate that the Emergency Provider has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Usalama about any Emergency Provider, including of the Emergency Provider’s identity or background or whether the Emergency Provider is trustworthy, safe or suitable.

1.4 If you choose to use the Usalama Platform your relationship with Usalama is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Usalama for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Usalama.

1.5 To promote the Usalama Platform and to increase the exposure of Emergency Providers to potential Members, Emergency Services and other Member Content may be displayed on other



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websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Emergency Services and other Member Content may be translated, in whole or in part, into other languages. Usalama cannot guarantee the accuracy or quality of such translations. The Usalama Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and noninfringement.

1.6 The Usalama Platform may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Usalama is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Usalama of such Third-Party Services.

1.7 Due to the nature of the Internet, Usalama cannot guarantee the continuous and uninterrupted availability and accessibility of the Usalama Platform. Usalama may restrict the availability of the Usalama Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Usalama Platform. Usalama may improve, enhance and modify the Usalama Platform and introduce new Usalama Services from time to time.

2. Eligibility, Using the Usalama Platform, Member Verification

2.1 You must be at least 18 years old and able to enter into legally binding contracts to access and use the Usalama Platform or register an Usalama Account. By accessing or using the Usalama Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

2.3 Usalama may make the access to and use of the Usalama Platform, or certain areas or features of the Usalama Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds.



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2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the Usalama Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Usalama Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

2.6 If you access or download the Application from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement. Some areas of the Usalama Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service.

3. Modification of these Terms

Usalama reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Usalama Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Usalama Platform will constitute acceptance of the revised Terms.



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4. Account Registration

4.1 You must register an account ("Usalama Account") to access and use certain features of the Usalama Platform, such as offering emergency services or requesting for emergency services. If you are registering an Usalama Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register an Usalama Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google ("SNS Account").

4.3 You must provide accurate, current and complete information during the registration process and keep your Usalama Account and public Usalama Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) Usalama Account unless Usalama authorizes you to do so. You may not assign or otherwise transfer your Usalama Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Usalama Account credentials and may not disclose your credentials to any third party. You must immediately notify Usalama if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Usalama Account. You are liable for any and all activities conducted through your Usalama Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 Usalama may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your Usalama Account. For example, we may allow Members associated with an Enterprise (as defined in our Privacy Policy) to request for emergency services other Members, or we may allow Emergency Providers to add other Members as Co-Emergency Providers (as defined below) to help manage their distress calls. These features do not require that you share your credentials with any other person. No third



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party is authorized by Usalama to ask for your credentials, and you shall not request the credentials of another Member.

5. Content

5.1 Usalama may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Usalama Platform ("Member Content"); and (ii) access and view Member Content and any content that Usalama itself makes available on or through the Usalama Platform, including proprietary Usalama content and any content licensed or authorized for use by or through Usalama from a third party ("Usalama Content" and together with Member Content, "Collective Content").

5.2 The Usalama Platform, Usalama Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the Republic of Kenya and other countries. You acknowledge and agree that the Usalama Platform and Usalama Content, including all associated intellectual property rights, are the exclusive property of Usalama and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Usalama Platform, Usalama Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Usalama used on or in connection with the Usalama Platform and Usalama Content are trademarks or registered trademarks of Usalama in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Usalama Platform, Usalama Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Usalama Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Usalama or its licensors, except for the licenses and rights expressly granted in these Terms.



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5.4 Subject to your compliance with these Terms, Usalama grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Usalama Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Usalama Platform, you grant to Usalama a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Usalama Platform, in any media or platform. Unless you provide specific consent, Usalama does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.7 You are solely responsible for all Member Content that you make available on or through the Usalama Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Usalama Platform or you have all rights, licenses, consents and releases that are necessary to grant to Usalama the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Usalama's use of the Member Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person; (v) promotes illegal or harmful activities or substances; or (vi) violates Usalama's Content Policy or any other Usalama policy. Usalama may, without prior notice, remove or disable access to any Member Content that Usalama finds to be in violation of these Terms or Usalama's then-current Policies or Standards, or otherwise may be harmful or objectionable to Usalama, its Members, third parties, or property.



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5.9 Usalama respects copyright law and expects its Members to do the same. If you believe that any content on the Usalama Platform infringes copyrights you own, please notify us in accordance with our Copyright Policy.

6. Service Fees

6.1 Usalama may charge fees to Emergency Providers in consideration for the use of the Usalama Platform. More information about when Service Fees apply can be found on this website: <http://providers.usalamatechnology.com>.

6.2 Usalama reserves the right to change the Service Fees at any time, and we will provide Emergency Providers adequate notice of any fee changes before they become effective.

6.3 You are responsible for paying any Service Fees that you owe to Usalama. The applicable Service Fees are due and payable and collected by Usalama. Except as otherwise provided on the Usalama Platform, Service Fees are non-refundable.

7. Terms specific for Emergency Providers

7.1 Terms applicable to all Emergency Services

7.1.1 When creating an Emergency Provider Account through the Usalama Platform you must (i) provide complete and accurate information about your Emergency Services (ii) disclose any deficiencies, restrictions and requirements that apply and (iii) provide any other pertinent information requested by Usalama. You are responsible for keeping your Emergency Services information up-to-date at all times.

7.1.2 Any terms and conditions included in your Emergency Services, in particular in relation to cancellations, must not conflict with these Terms or the cancellation policy you have selected for your Emergency Services.

7.1.3 Pictures, animations or videos (collectively, "Images") used in your Emergency Provider Account must be accurate.

7.1.4 When you accept to respond to an emergency call, you are entering into a legally binding agreement with the Member and are required to provide your Emergency Service(s) to



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the Member as described in your Emergency Provider Account when the member linked to you through the mobile application.

7.4 Co-Emergency Providers

7.4.1 Usalama may enable Emergency Providers to authorize other Members (“Co-Emergency Providers”) to administer the Emergency Services(s), and to take certain actions in relation to the Emergency Services(s) as permitted by the Emergency Provider, such as responding to distress calls (collectively, “Co-Emergency Service Provider”). Any agreement formed between Emergency Provider and Co-Emergency Provider may not conflict with these Terms and the Payments Terms. Usalama reserves the right, in our sole discretion, to limit the number of Co-Emergency Providers an Emergency Provider may invite for each Emergency Services and to limit the number of Emergency Services a Co-Emergency Provider may manage.

7.4.2 Emergency Providers and Co-Emergency Providers may agree on a fee (“Co-Emergency Service Fee”) in consideration for the Co-Emergency Service provided by the Co-Emergency Provider. When such an agreement is made, the Emergency Provider agrees to pay the Co-Emergency Service Fee for any access of their Emergency Services, which will be deducted directly from the Emergency Services Fee after deduction of any applicable Emergency Provider Fee. In addition, Emergency Providers may instruct a Co-Emergency Provider to provide certain one-time services in relation to their Emergency Services. Emergency Providers can pay Co-Emergency Providers for one-time services and any other expenses using the Resolution Center. Usalama Payments will process Co-Emergency Service Fees and Resolution Center payments pursuant to the Payments Terms.

7.4.3 Emergency Providers and Co-Emergency Providers agree that each activity, or other transaction reported on the Usalama Platform, including any Co-Emergency Service provided by the Co-Emergency Provider and any amounts due from an Emergency Provider to the Co-Emergency Provider for the provision of such services, will be deemed accurate, correct and binding, unless challenged, by notifying the other person and Usalama, within 21 days of posting of the disputed activity or other transaction on the Usalama Platform.

7.4.4 Emergency Providers should exercise due diligence and care when deciding who to add as a Co-Emergency Provider to their Emergency Services(s). Emergency Providers remain solely responsible and liable for any and all Emergency Services and Member Content published on the Usalama Platform, including any Emergency Services created by a Co-



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Emergency Provider on their behalf. Further, Emergency Providers remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Co-Emergency Provider(s). Co-Emergency Providers remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Co-Emergency Provider, including, but not limited to, conduct that causes harm or damage to the Emergency Provider. In addition, both Emergency Provider and Co-Emergency Provider are jointly responsible and severally liable for third party claims, including claims, arising from the acts and omissions of the other person as related to Emergency Providering activities, communications with Members, and the provision of any Co-Emergency Service.

7.4.5 Unless agreed otherwise by Emergency Provider and Co-Emergency Provider, Emergency Provider and Co-Emergency Provider may terminate the Co-Emergency Provider agreement at any time. In addition, both Emergency Provider and Co-Emergency Provider acknowledge that their relationship will terminate in the event that Usalama (i) terminates the Co-Emergency Provider service or (ii) terminates either party's participation in the Co-Emergency Provider service. When the Co-Emergency Provider agreement is terminated, the Emergency Provider will remain responsible for all of the Co-Emergency Provider's actions prior to the termination, including the responsibility to fulfill any pending or future request initiated prior to the termination. When a Member is removed as a Co-Emergency Provider, that Member will no longer have access to any Emergency Provider or information related to the applicable Emergency Provider's Emergency Services(s). In addition, Emergency Provider agrees to pay Co-Emergency Provider for all Co-Emergency Service completed prior to Co-Emergency Provider's termination within 14 days of Co-Emergency Provider's termination via the Resolution Center. A Co-Emergency Provider will not be entitled to any fees for any Co-Emergency Service that have not been completed prior to the Co-Emergency Provider's termination.

7.4.6 As a Co-Emergency Provider, you will not be reviewed by Members, meaning that your Co-Emergency Provider activities will not affect your Reviews or Ratings for other Emergency Services for which you are an Emergency Provider. Instead, the Emergency Provider of such Emergency Services(s) will be reviewed by Members (including potentially on the basis of the Co-Emergency Provider's conduct and performance). Emergency Providers acknowledge that Reviews and Ratings from Members for their Emergency Services(s) may be impacted by a Co-Emergency Provider's conduct and performance.



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8. Terms specific for Members

8.1 Terms applicable to all distress

8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by the Emergency Provider, you can request an Emergency Services available on the Usalama Platform by following the respective requesting process. All applicable fees, including the Emergency Services Fee, Security Deposit (if applicable), Member Fee and any applicable Taxes (collectively, “Total Fees”) will be presented to you prior to requesting an Emergency Services unless otherwise specified. You agree to pay the Total Fees for any request in connection with your Usalama Account.

8.1.2 Upon receipt of a positive emergency response from Usalama, a legally binding agreement is formed between you and your Emergency Provider, subject to any additional terms and conditions of the Emergency Provider that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Emergency Services. Usalama Payments will collect the Total Fees at the time of the requesting request or upon the Emergency Provider’s confirmation pursuant to the Payments Terms.

8.1.3 If you request an Emergency Provider Service on behalf of additional Members, you are required to ensure that every additional Member meets any requirements set by the Emergency Provider and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Emergency Provider. If you are requesting for an additional Member who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only access an Emergency Provider Service if accompanied by an adult who is responsible for them.

8.2 You understand that a confirmed requesting of an Emergency Service is a limited license granted to you by the Emergency Provider to receive their emergency services.

9. Requesting Modifications, Cancellations and Refunds, Resolution Center

9.1 Emergency Providers and Members are responsible for any modifications to a requesting that they make via the Usalama Platform or direct Usalama customer service to make (“Requesting Modifications”), and agree to pay any additional Emergency Services Fees, Emergency Provider Fees or Member Fees and/or Taxes associated with such Requesting Modifications.



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9.2 Members can cancel a confirmed requesting at any time subject to the Emergency Provider's cancellation policy. Unless extenuating circumstances exist, any amounts due to the Emergency Provider under the applicable cancellation policy will be remitted to the Emergency Provider by the Member.

10. Ratings and Reviews

10.1 Within a certain timeframe after completing a requesting, Members and Emergency Providers can leave a public review ("Review") and submit a star rating ("Rating") about each other. Any Ratings or Reviews reflect the opinion of individual Members and do not reflect the opinion of Usalama. Ratings and Reviews are not verified by Usalama for accuracy and may be incorrect or misleading.

10.2 Ratings and Reviews by Members and Emergency Providers must be fair, truthful and factual and may not contain any offensive or defamatory language. Ratings and Reviews must comply with Usalama's Content Policy and Extortion Policy.

10.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party write a positive or negative Review about another Member.

13. As an Emergency Provider you are solely responsible for determining your obligations to report, collect, remit or include in your Emergency Services Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("Taxes").

14. Prohibited Activities

14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Usalama Platform. In connection with your use of the Usalama Platform, you will not and will not assist or enable others to:

breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;

use the Usalama Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Usalama endorsement, partnership or otherwise misleads others as to your affiliation with Usalama;

copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Usalama Platform in any way that is



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inconsistent with Usalama's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;

use the Usalama Platform in connection with the distribution of unsolicited commercial messages ("spam");

offer, as an Emergency Provider, any Emergency Service that you do not yourself own or have permission to make available through the Usalama Platform;

use the Usalama Platform to request, make or accept an emergency service independent of the Usalama Platform, to circumvent any Service Fees or for any other reason;

request, accept or make any payment for Emergency Services Fees outside of the Usalama Platform or Usalama Payments unless otherwise approved by Usalama. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Usalama harmless from any liability for such payment;

discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any abusive or disruptive behavior;

use, display, mirror or frame the Usalama Platform or Collective Content, or any individual element within the Usalama Platform, Usalama's name, any Usalama trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Usalama Platform, without Usalama's express written consent;

dilute, tarnish or otherwise harm the Usalama brand in any way, including through unauthorized use of Collective Content, registering and/or using Usalama or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Usalama domains, trademarks, taglines, promotional campaigns or Collective Content;

use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Usalama Platform for any purpose;

avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Usalama or any of Usalama's providers or any other third party to protect the Usalama Platform;



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attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Usalama Platform;

take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Usalama Platform;

export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or

violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2 You acknowledge that Usalama has no obligation to monitor the access to or use of the Usalama Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Usalama Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Usalama in good faith, and to provide Usalama with such information and take such actions as may be reasonably requested by Usalama with respect to any investigation undertaken by Usalama or a representative of Usalama regarding the use or abuse of the Usalama Platform.

14.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Usalama by contacting us with your police station and report number (if available); provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.

15. Term and Termination, Suspension and other Measures

15.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Usalama terminate the Agreement in accordance with this provision.



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15.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Usalama Account as an Emergency Provider, any confirmed Emergency Service Requests will be automatically cancelled.

15.3 Without limiting our rights specified below, Usalama may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

15.4 Usalama may immediately, without notice terminate this Agreement if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Usalama believes in good faith that such action is reasonably necessary to protect the personal safety or property of Usalama, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

15.5 In addition, Usalama may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Usalama Account registration, Emergency Service Delivery process or thereafter, (iv) you and/or your Emergency Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Usalama otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed emergency service requests or failed to respond to emergency service requests without a valid reason, or (vii) Usalama believes in good faith that such action is reasonably necessary to protect the personal safety or property of Usalama, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Emergency Services, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed requesting;
- limit your access to or use of the Usalama Platform;
- temporarily or permanently revoke any special status associated with your Usalama Account; or



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- temporarily or in case of severe or repeated offenses permanently suspend your Usalama Account.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Usalama and an opportunity to resolve the issue to Usalama's reasonable satisfaction.

15.6 When this Agreement has been terminated, you are not entitled to a restoration of your Usalama Account or any of your Member Content. If your access to or use of the Usalama Platform has been limited or your Usalama Account has been suspended or this Agreement has been terminated by us, you may not register a new Usalama Account or access and use the Usalama Platform through an Usalama Account of another Member.

15.7 If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

16. Disclaimers

If you choose to use the Usalama Platform or Collective Content, you do so voluntarily and at your sole risk. The Usalama Platform and Collective Content is provided "as is", without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the Usalama Services, laws, rules, or regulations that may be applicable to your Emergency Service Provider and/or Emergency Service you are receiving and that you are not relying upon any statement of law or fact made by Usalama relating to Emergency Services.

If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.



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The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

17. Liability

17.1 You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Usalama Platform and Collective Content, your requesting of any Emergency Services via the Usalama Platform, or use of any other Emergency Provider Service or any other interaction you have with other Members whether in person or online remains with you. Neither Usalama nor any other party involved in creating, producing, or delivering the Usalama Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Usalama Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Usalama Platform, or (iv) from your requesting of an Emergency Services, including the provision or use of an Emergency Service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Usalama has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Usalama and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

18. Indemnification

You agree to release, defend (at Usalama's option), indemnify, and hold Usalama and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Usalama Platform or any Usalama Services, (iii) your interaction with any Member, requesting an emergency service or other Emergency Provider Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) your breach of any laws, regulations or third party rights.



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19. Dispute Resolution and Arbitration Agreement

19.1 This Dispute Resolution and Arbitration Agreement shall apply if you bring any claim against Usalama in the Republic of Kenya (to the extent not in conflict with Section 21).

19.2 Agreement to Arbitrate. You and Usalama mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the Usalama Platform, the Emergency Service, or the Collective Content (collectively, “Disputes”) will be settled by binding arbitration (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Usalama agree that the arbitrator will decide that issue.

19.3 Exceptions to Arbitration Agreement. You and Usalama each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

19.4 Arbitrator’s Decision. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

19.5 No Class Actions or Representative Proceedings. You and Usalama acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and Usalama both otherwise agree in writing, the arbitrator may not consolidate more than one party’s claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.

19.6 Severability. Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.



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19.7 Changes. Notwithstanding the provisions of Section 3 (“Modification of these Terms”), if Usalama changes this Section 19 (“Dispute Resolution and Arbitration Agreement”) after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Usalama’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Usalama in accordance with the provisions of the “Dispute Resolution and Arbitration Agreement” section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

19.8 Survival. Except as provided in Section 19.6 and subject to Section 15.7, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the Usalama Platform or terminate your Usalama Account.

20. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Usalama Platform (“Feedback“). You may submit Feedback by emailing us, through the “Contact” section of the Usalama Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

22. General Provisions

22.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Usalama and you pertaining to the subject matter hereof and supersede any and all prior oral or written understandings or agreements between Usalama and you in relation to the access to and use of the Usalama Platform.

22.2 No joint venture, partnership, employment, or agency relationship exists between you and Usalama as a result of this Agreement or your use of the Usalama Platform.



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22.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

22.5 Usalama's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Usalama's prior written consent. Usalama may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be in writing and given by Usalama via email, Usalama Platform notification, or messaging service (including SMS and WeChat). For notices made to Members residing outside of Germany, the date of receipt will be deemed the date on which Usalama transmits the notice.

22.8 The Usalama Platform relies on third party data carriers such as Internet Service Providers and Mobile Network Operators to transmit information. As such, Usalama Technology Limited shall not be liable for any communication failures resulting from errors/downtime from the said data carriers.

22.9 If you have any questions about these Terms please email us.