

# Terms and Conditions

## Start

These Terms and Conditions (“Terms”) constitute a legally binding agreement (the “Agreement”) between you and TWAGIYE Ltd, a company registered in Rwanda with TIN 123123814 (“TWAGIYE,” “we,” “us” and/or “our”), governing your access and use of the TWAGIYE App, websites, content, products, services and technology App (collectively, the “TWAGIYE App” and/or “Services”).

By entering into this Agreement, and/or by accessing and/or by using our Services, you expressly acknowledge that you understand this Agreement and accept all its Terms.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS OUR SERVICES.

TWAGIYE Ltd reserves the right to modify any of these Terms, and such modifications shall become effective upon TWAGIYE Ltd’s posting of such updated Terms at this location. Your continued access or use of our Services after such posting shall constitute your consent to such changes.

## 1. Services

Our Services constitute a Ride hailing App that connects independent drivers and Users or Customers” (“Users”) wishing to arrange and or schedule transportation and/or rental services with independent Third-Party Providers of such services (“Third-Party Providers”).

TWAGIYE Ltd DOES NOT PROVIDE TRANSPORTATION OR RENTAL SERVICES, AND TWAGIYE Ltd IS NOT A TRANSPORTATION CARRIER.

Third-Party Providers have sole and complete discretion to offer, accept or reject each request for transportation and/or rental services. It is up to the User to decide

whether to accept a service from any Third-Party Provider contacted through our TWAGIYE App. Each service provided constitutes a separate agreement between the Third-Party Providers and Users.

## **2. License**

Subject to your compliance with these Terms, TWAGIYE grants you a limited, non-exclusive, non sub-licensable, revocable, non-transferable license to download, install and use our mobile application TWAGIYE on your personal device, solely in connection with your use of our Services.

## **3. Ownership**

TWAGIYE Ltd or TWAGIYE App shall own all rights to its Services, including all related intellectual property rights. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered). All other trademarks which may appear in our Services are the property of their respective owners. You acknowledge and agree that any ideas, suggestions or feedback (“Submissions”) provided by you to us are non-confidential and shall automatically become the sole property of TWAGIYE Ltd or TWAGIYE, without any acknowledgment or compensation to you. TWAGIYE Ltd or TWAGIYE App shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose.

## **4. Restrictions**

You shall not (1) license, sublicense, sell, lease, transfer, assign, distribute, modify, prepare derivative works based upon, reproduce or otherwise exploit or make available to any third party any part of our Services; (2) reverse engineer, decompile, modify, or adapt any part of our Services (except as may be permitted by applicable law); (3) “frame”, “mirror”, or “link” to any part of our Services; (4) launch any programs or scripts for the purpose of scraping, indexing, surveying, or data mining any part of our Services or unduly burdening or hindering the operation and/or performance of any aspect our Services; (5) attempt to gain unauthorized access to or impair any aspect of our Services or its related systems or networks.

## **5. User Requirements**

Our Services can be used only by individuals who can form legally binding contracts under applicable law. You must be at least 18 years of age to use our Services. To access and use our Services you must register a user account (“Account”). Each person may create only one User account. Account registration requires you to provide certain personal information such as your mobile phone number, name and email address. You agree to provide and maintain accurate, up-to-date, valid and complete information. This procedure means that you become a user with us and this information is subsequently stored in our databases and might be stored and shared with third-party server holders in the country or outside of the country. Your Account cannot be transferred, assigned or sold to a third-party user account. You are responsible for the use of your User Account and TWAGIYE expressly disclaims any liability arising from the unauthorized use of your User Account. You will not, in your use of our Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third-Party Provider or any other party. You agree to comply with all applicable laws when using our Services. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use our Services and any updates thereto. TWAGIYE does not guarantee that our Services, or any portion thereof, will function on any devices. By creating an Account, you agree to receive communications from TWAGIYE Ltd and third parties, including via e-mail, text message, calls, and push notifications. Such communications may include but are not limited to receipts, operational communications, updates, promotions offered by TWAGIYE Ltd or third parties.

## **6. Your Information**

Your Information is any information you provide, publish or post to or through our Services (your “Information”). Our collection and use of your Information in connection with our Services is as provided in TWAGIYE’s Privacy Policy located on the App. You agree and permit TWAGIYE to share any information provided by you with third parties to facilitate provision of certain value-added services offered by such third parties to you and/or to provide certain value-added services to you by TWAGIYE.

You agree to grant TWAGIYE a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free, transferable right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

## **7. Payment**

You understand that use of our Services may result in charges to you for the services or completed rides you receive from a Third-Party Provider (“Charges”). Charges include Fares and other applicable fees, parking, traffic jam, waiting period time, and taxes, including booking and/or processing fees. A cancellation fee may be charged if you elect to cancel your request for services after requesting a ride, or if you fail to show up after requesting a ride. You are responsible for reviewing the applicable fare info within the TWAGIYE app services and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

The Charges shall be collected by the Third-Party Provider or TWAGIYE at the end of the trip. TWAGIYE shall provide a trip summary of the Charges. All Charges are non-refundable. You may choose to pay the Charges by one of the following methods:

1. Cashless Payment collected by Third-Party Provider’s MOMO or Airtel codes.
2. Cash Payment collected by the Third-Party Provider.
3. Or by Card, TWAGIYE Ltd through a payment processor (“Payment Processor”). will collect the Fare on behalf of the Third-Party Provider who provided the transportation and/or rental services. The Payment Processor may either be TWAGIYE or any of its affiliates or partners or unrelated third parties. You agree and undertake to share relevant payment details with the Payment Processor and authorize the Payment Processor to debit or credit the bank account associated with your payment details. Your authorization will remain in effect if you maintain an Account with TWAGIYE. In the event you delete your payment details with the Payment Processor or if you delete your User Account, the Payment Processor will not process

any further transactions initiated by you on our App. TWAGIYE Ltd will not be responsible for any errors by the Payment Processor in any manner. Your authorization under this clause is subject to any other terms and conditions of the Payment Processor.

## **8. Coupons**

TWAGIYE Ltd may from time to time provide certain Users with promotional offers and discounts (“Coupons”) that may be applied toward payment of certain Charges.

You agree that the Coupons:

1. are only valid on the TWAGIYE App and may not be redeemed for cash;
2. may not be duplicated, sold or transferred in any manner, or made available to the public;
3. may expire prior to your use and may be disabled by TWAGIYE Ltd at any time for any reason without liability to TWAGIYE;
4. may only be used subject to any additional terms that TWAGIYE Ltd establishes for such Coupons.

TWAGIYE Ltd reserves the right to withhold or cancel any coupon that determines or believes that the use or redemption of the coupon was in error, fraudulent, illegal, or in violation of the applicable coupon terms.

## **9. Disclaimers**

YOU ACKNOWLEDGE THAT TWAGIYE Ltd DOES NOT PROVIDE TRANSPORTATION AND/OR RENTAL SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION AND/OR RENTAL SERVICES ARE PROVIDED BY INDEPENDENT THIRD-PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY TWAGIYE Ltd. TWAGIYE Ltd DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE

MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. TWAGIYE Ltd SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR ACCESS AND USE OF OUR SERVICES.

Our Services are provided “as is” and “as available.” All conditions, representations and warranties, whether expressed, implied, statutory, not expressly set out in these Terms, or otherwise, including any implied warranty for a particular purpose and non-infringement of third-party rights, are hereby excluded and disclaimed to the highest and maximum extent. We make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, security, or availability of our Services, or any Services or goods requested using our Services, or that our Services will be uninterrupted or error-free.

We are not responsible for the conduct of any Users of our Services or Third-Party Providers. We are not responsible for personal belongings left in a Third-Party Provider’s vehicle.

#### **10. Liabilities**

TWAGIYE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OR NON-USE OF OUR SERVICES, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF TWAGIYE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TWAGIYE Ltd SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (1) YOUR USE OF OR RELIANCE ON OUR SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (2) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER.

OUR SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION AND/OR RENTAL SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT TWAGIYE Ltd HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION AND/OR RENTAL SERVICES PROVIDED TO YOU BY

THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

IF APPLICABLE LAW DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY, THE SCOPE AND DURATION OF SUCH EXCLUSIONS AND THE EXTENT OF THE LIABILITY OF TWAGIYE Ltd SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

#### **11. Indemnity**

You agree to indemnify, defend, and hold TWAGIYE Ltd and our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, harmless from and against any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (1) your violation or breach of these Terms or any applicable law or regulation, whether or not referenced herein; (2) your violation of the rights of any third party, including Third-Party Providers; (3) your use of our Services or services obtained through your use of our Services.

#### **12. Notice**

Any notices to you may be provided to you by means of a general notice on our Services, or by electronic mail to your registered email address, or by text message to your registered mobile number, or by written communication sent to your registered address. Except as explicitly stated otherwise, any notices to TWAGIYE Ltd shall be sent by regular mail to our address at Izuba City Frangipani Apartment 1 Bastinda-Kagugu.

#### **13. Applicable Law and Dispute Resolution**

These Terms shall be governed in accordance with the laws of Rwanda, without regard to the choice or conflicts of law provisions of any jurisdiction. Any dispute, claim or controversy arising out of or relating to our Services or these Terms (any "Dispute") the parties shall attempt to settle amicably, through mediation at the TWAGIYE offices. If such Dispute has not been settled within thirty (30) days after a request for mediation has been submitted, such Dispute shall be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the Kigali International Arbitration Centre ("KIAC"). The dispute shall be resolved by a sole arbitrator appointed by the mutual agreement of the parties. The place of

arbitration shall be Kigali, Rwanda. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The fees of the arbitrator shall be borne equally by the parties. The existence and content of the mediation and arbitration proceedings shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein. Subject to the above, any Dispute will be subject to the exclusive jurisdiction of courts of Rwanda.

#### **14. Termination of Service**

This Agreement may be terminated:

- a. By Users at any time for any reason upon ceasing to use our Services and/or by deleting their User Account. The User Account can be deleted at any time by following the instructions on the Site.
- b. By TWAGIYE Ltd at any time for any reason. TWAGIYE Ltd may immediately terminate these Terms or our Services with respect to you, or generally cease offering or deny access to our Services or any portion thereof if you: (a) violate or breach any part of these Terms; or (b) in our opinion, misuse our Services.

Sections 2-4, 6, 8-14, and such other provisions which are intended to survive the termination, shall survive any termination or expiration of this Agreement.

#### **15. General**

You may not assign or transfer these Terms in whole or in part without TWAGIYE's prior written approval. TWAGIYE can assign or transfer these Terms in whole or in part.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions



in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. In these Terms, the words "include", "includes" and "including" are deemed to be followed by the words "without limitation".

The English text of these Terms constitutes the sole authentic text. In the event of any discrepancy between the English text and a translation into a different language, the English text shall prevail. These Terms constitute the entire agreement and understanding between you and TWAGIYE Ltd with respect to its subject matter hereof and replace and supersedes all previous agreements and understandings regarding such subject matter.

**End.**