

## **General Terms for Drivers**

- The basic terms and conditions that apply to and govern the use of the Ananab Services are set out in these General Terms. To use the Ananab Platform to provide Transportation Services, you must agree to the terms and conditions outlined below.

### **1. DEFINITIONS**

- 1.1. Ananab (also known as "we," "our," or "us") refers to Ananab Technology, a private limited company incorporated and registered under the laws of the Republic of Kenya. Ananab group refers to (a) companies over which Ananab Technology has control (for example, Ananab Technology subsidiaries). Ananab partners are Ananab Technology's local representatives, affiliates, agents, and other representatives.  
<https://Ananab.co.ke/cities/> contains a list of Ananab group enterprises and partners. 1.2. Ananab Services — services provided by Ananab, such as the supply and maintenance of the Ananab App, the Ananab Platform, In-app Payment, customer assistance, driver-passenger communication, and other similar services. 1.3. Ananab App — a smartphone application that allows passengers and drivers to order and receive transportation services. 1.4. Ananab Platform — technology that connects passengers with drivers to make it easier for them to go around cities. 1.5. Passenger — a person who uses the Ananab Platform to seek Transportation Services. 1.6. Driver (also known as "you") - the individual who provides Transportation Services through the Ananab Platform. Each driver will be given their own Ananab Driver Account to utilise with the Ananab App and Platform. 1.7.1. these General Terms; 1.7.2. specific terms presented in the Ananab App, e.g., regarding price data or service descriptions; 1.7.3. the Drivers rules; and 1.7.4. additional terms referenced to in this Agreement as may be updated from time to time. 1.8. Fare - the price that a Passenger must pay the Driver in exchange for the Transportation Services. 1.9. Ananab Charge - the fee that the Driver must pay Ananab in order to use the Ananab Platform. 1.10. In-app Payment — cards, carrier billing, and

other payment methods utilised by the Passenger to pay for Transportation Services using the Ananab App. 1.11. Ananab Driver Account — access to a website with information and documents about using Ananab Services in the course of providing Transportation Services, including accounting paperwork. By inputting their username and password, drivers may log into their Ananab Driver Account at [www.partners.ananab.co.ke](http://www.partners.ananab.co.ke). 1.12. Tip-a a tip given by a passenger in addition to the fare paid at their choice. 1.13 Transportation Services - transportation service provided by a Driver to a Passenger whose request has been accepted by the Driver via the Ananab App.

## **2. ENTRY INTO THE AGREEMENT**

- 2.1 Before you may use Ananab Services, you must first sign up by filling out the needed information on the website's signup form and attaching any applicable paperwork. You have the option of registering as a legal or natural person. We will create a personal account for you when you complete the signup application and offer you a username and password. You represent and warrant that by clicking the "Sign up" button at the bottom of the signup application, you: 2.1.1. you have the legal authority to enter into an agreement with us to use the Ananab Platform to provide the Transportation Service; 2.1.2. you have carefully read, fully understand, and agree to be bound by these General Terms, including all obligations arising herein and from the Agreement; 2.1.3. you have read, fully understand, and agree to be bound by these General Terms, including all obligations arising herein and from the Agreement; 2.1.4. you have read, fully understand, and agree to be bound by these General Terms 2.1.3. all of the information you've given us is correct, accurate, and comprehensive; 2.1.4. you shall keep your Ananab Driver Account up to current and correct at all times; 2.1.5. You will not allow anyone else to use your Ananab Driver Account, and you will not transfer or assign it to anyone else; 2.1.6. you will not use the Ananab Services for any unauthorised or unlawful purposes, and you will not interfere with the Ananab Services' normal operation; 2.1.7. You must at all times comply with all applicable laws and regulations in the state in which you provide Transportation Services, including (but not limited to) laws regulating passenger transportation services; 2.2. You must provide your bank

requisites when filling out the payment details during registration. If you are a legal entity, you must enter the company's bank account. Fees for in-app payments are being sent to the bank account you selected. If you give erroneous bank information, we are not responsible for any improper money movements. 2.3. After submitting the registration form, you will get an email with additional terms and conditions that must be followed in order to utilise Ananab Services. These requirements may include supplying criminal records, a valid driver's licence, a sufficient mechanical condition of the car, completion of a training course, ownership of a GPS-enabled mobile device, and other requirements as specified in the relevant e-mail. Failure to comply with the given requirements and conditions may result in the Agreement and your ability to use the Ananab Services being terminated. 2.4. You agree that Ananab Technology may delegate any of our duties deriving from the General Terms or Agreement to Ananab group companies and partners in certain locations or countries. This includes, for example, assigning rights and responsibilities for assessing papers linked to signup applications, training, Ananab Fees collection, forwarding you the fees due, mediating In-app Payment, licencing the Ananab App, and so on. <http://Ananab.co.ke/cities> contains information on the Ananab group's enterprises and partners. 2.6. Establishing the account as a legal entity (i.e. a company). If the receiver of the fees is designated as a legal person in the payment information, you are considered a legal person (as accessible in the Ananab Driver Account). In this situation, the designated legal person is regarded as the Transportation Services provider and a party to these General Terms, Agreement, and any subsequent agreements. Only the natural person named in the registration procedure has the legal authority to supply Transportation Services. Such a natural person may use the Driver's account only if he or she has read and agrees to be governed by these General Terms and any other Agreement paperwork. **THE LEGAL PERSON FACTUALLY PROVIDING TRANSPORTATION SERVICES UNDER ANANAB ACCOUNT AND THE LEGAL PERSON IN THE PAYMENT DETAILS SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE GENERAL TERMS AND AGREEMENT CONDUCTED BY THE DRIVER.** 2.7. Registering as a fleet firm using Ananab Driver Account. A fleet firm may register accounts for its workers and/or service suppliers after negotiating a separate agreement. In this situation, the fleet business must guarantee that its employees and/or service providers comply with the requirements of the General

Terms and Agreement, as well as any additional agreements, and undertakes to operate in accordance with and be bound by its conditions and obligations. Any violation committed by such employee and/or service provider will be held jointly and severally accountable by the fleet business and its employees and/or service providers.

### **3. RIGHT TO USE Ananab APP AND Ananab DRIVER ACCOUNT**

- 3.1. The Ananab App and the Ananab Driver Account require a licence to use. We thus give you a licence to use the Ananab App and the Ananab Driver Account, subject to your compliance with the Agreement. You are not permitted to sublicense or transfer any rights to other parties under the terms of the licence. Regardless of the foregoing, fleet firms may sub-license the Ananab App and the Ananab Driver Account to members of their fleet if individually agreed. 3.2. You may not do the following while using the Ananab App and/or Ananab Driver Account: 3.2.1. attempt to decompile, reverse engineer, or otherwise obtain the source code of the Ananab App, the Ananab Driver Account, or other Ananab software; 3.2.2. modify the Ananab App or the Ananab Driver Account in any way or form, or to use modified versions of the Ananab App or Ananab Driver Account; 3.2.3. transmit files containing viruses, corrupted files, or other programmes that may damage or adversely affect the operations on 3.3. When the Agreement expires, the License granted herein expires immediately and concurrently. You must immediately stop using the Ananab App and the Ananab Driver Account if the Agreement is terminated, and we have the right to block and delete Driver accounts without notice. 3.4. Using Ananab's tags and labels Additionally, we may provide you with Ananab-branded tags, labels, stickers, or other indicators indicating that you are utilising the Ananab Platform. We provide you with a non-exclusive, non-sublicensable, non-transferable right to use such signage solely to indicate that you provide Transportation Services through the Ananab Platform. Any signage that relates to the Ananab brand must be removed and discarded promptly upon the termination of the Agreement. 3.5. Ananab owns all copyrights and trademarks, including source code, databases, logos, and graphic designs, which are protected under copyright, trademark, and/or trade secret laws, as well as international treaty requirements. You do not obtain

any intellectual property ownership rights by using the Ananab Platform or any other Ananab Services.

#### **4. PROVIDING THE TRANSPORTATION SERVICES**

- 4.1. Obligations of the Driver You agree to offer Transportation Services in compliance with the General Terms and Agreement, as well as all relevant laws and regulations in the state where you provide Transportation Services. Please be aware that you are solely responsible for any local rules and regulations that may develop as a result of providing Transportation Services. 4.2. For providing Transportation Services, you must have all licences (including a valid driver's licence), permits, automobile insurance, liability insurance (if applicable), registrations, certificates, and other paperwork needed by the appropriate jurisdiction. It is your responsibility to keep all of the above paperwork up to date. Ananab retains the right to request that you provide proof and submit all relevant licences, permissions, approvals, authority, registrations, and certificates for examination. 4.3. You shall professionally offer the Transportation Services, in line with the applicable business ethics, and make every effort to fulfil the Passenger's request in the Passenger's best interest. You must I take the least expensive route for the Passenger unless the Passenger expressly requests otherwise; (ii) make no unauthorised stops; (iii) have no other passengers in the vehicle other than the Passenger and the passengers accompanying the Passenger; and (iv) follow all applicable traffic acts and regulations, including not engaging in any actions that may disrupt driving or the perception of traffic conditions, such as holding a sign. 4.4. You have complete control over when and how you provide Transportation Services. Passengers may request Transportation Services, which you may accept, deny, or ignore at your discretion. 4.5. Expenses incurred in providing Transportation Services At your own expense, you must furnish and maintain all equipment and methods necessary to conduct the Transportation Services, including a car, smartphone, and other similar devices. You are also liable for any expenditures incurred while executing the Transportation Services, including but not limited to gasoline, mobile data plan prices, duty fees, car amortisation, insurance, applicable corporate or payroll taxes, and so on. Please keep in mind that using the Ananab App

may result in a considerable quantity of data being consumed on your mobile data plan. As a result, we recommend that you sign up for a data plan that offers unlimited or extremely high data use capacity.

**Fares (no. 4.6).** You have the right to charge a price for each time you accept a passenger on the Ananab Platform and provide the desired Transportation Service (i.e. Fare). The fare is computed using a default base fare, the distance travelled as determined by the GPS-based device, and the time spent travelling. The default base fare may change depending on market conditions in your area. You can negotiate the Fare in marketplaces that accept In-app payment by sending us a relevant request that has been signed digitally or by hand. Furthermore, you have the authority to charge the Passenger less than the Fare provided by the Ananab App at any time. The Ananab Fee is not reduced by charging the Passenger less than the Ananab App recommends.

**Upfront Fare** receives a score of 4.7. A Passenger may be offered the choice of taking a trip that permits them to agree to a set Fare for a specific instance of Transportation Service supplied by you (i.e Upfront Fare). The Upfront Fare is sent to a Passenger when the ride is requested via the Ananab App, and to you when the ride is accepted or at the conclusion of the ride using the Ananab App. If the Passenger changes their destination during the ride, the ride takes materially longer than expected due to traffic or other factors, or other unexpected circumstances materially impact the ride's characteristics, the Fare calculated in accordance with section 4.6 will be applied instead of the Upfront Fare (e.g a route is used where tolls apply).

**4.8.** In markets with In-app payment, if you discover a mistake in the calculation of the Fare and desire to fix it, you must submit a petition in the Ananab App's "Fare Review" area. If you do not file a petition in the Ananab App's "Fare Review" area, Ananab will not recalculate the Fare or pay you for an error in the computation of the Fare. This option isn't available in markets that only accept cash.

**4.9.** If we notice a violation (such as choosing a longer route or not stopping the fee metre of the Ananab App after the Transportation Services have been finished) or if a technical fault impacting the final fare is found, Ananab may alter the Fare for a particular order fulfilled. If we have probable grounds to suspect fraud or a passenger complaint suggests a violation by you, Ananab may modify or cancel the fare. Ananab will only use its right to lower or cancel a fare if the situation is acceptable and warranted.

**4.10.** In markets where this option is available, passengers may be able to pay the fare for Transportation Services directly to you or via In-app Payment, as indicated in

section 6 of these General Terms. It is your responsibility to collect the Fare if the Passenger pays the Fare directly. Ananab will send a notice of debt to the Passenger on your behalf if the Passenger fails or refuses to pay. Such authorization stems from the paying agent's mandate to Ananab and does not imply that Ananab is obligated to repay the Passenger for the fare not paid. If the passengers in the vehicle do not agree to pay the fare for the transportation service, the fare will be paid by the Passenger who has requested the service. If a Passenger refuses to pay the Fare because the information provided in the Ananab App is erroneous, Ananab will not refund you for such charges.

4.11 Pointers Passengers may be offered the choice to tip you following a successful delivery of Transportation Services in various areas. The Passenger can only tip you using Ananab-approved methods. The amount of Ananab Fees will not be affected by the Tip, and Ananab will not get a commission on the Tip paid by the Passenger. Any tax liabilities arising from the Tipping must be completely met by you. At our sole discretion, we may restrict the maximum value of a Tip. Receipts (section 4.12). Ananab shall create and forward to the Passenger a receipt containing some or all of the following information: the company's business name, place of business, the first and surname of the Driver, a photo of the Driver, service licence number (if applicable), the registration number of the vehicle, the date-, the time-, the start and end locations-, the duration and length-, the Fare and the Fare and Tip-, the date-, the time-, the start and end locations. You may see the receipts for each supply of Transportation Services using your Ananab Driver Account.

4.13. Fees for cancellation and waiting time A Passenger can use the Ananab App to cancel a request for Transportation Services that a Driver has accepted. In some markets, if a Passenger cancels an accepted request for Transportation Services within a specified time period set by Ananab App, the Driver may be entitled to the Fare for Canceled Transportation Services (Cancellation Fee).

4.14. If a Passenger or its co-passengers damage the vehicle or its furnishing negligently during the provision of Transportation Services (for example, by blemishing or staining the vehicle or causing the vehicle to stink), you have the right to demand that the Passenger pay a penalty of up to 50 shillings and compensation for any damages in excess of the penalty. If the Passenger refuses to pay the penalty and/or compensate for the damage, you must tell us, and we will attempt to collect the penalty and/or related costs from the Passenger on your behalf. However, keep in mind that we will not be held liable for any direct or indirect



damages resulting from the Passenger's cleaning or maintenance of the car. 4.15. Your tax responsibilities You agree to fully comply with all tax obligations arising from applicable laws in relation to providing Transportation Services, including paying income tax, social security tax, or any other applicable tax; and (ii) fulfilling all employee and tax registration obligations for accounting and transfers to applicable State authorities as required by applicable law. If the Tax Authority submits a legitimate application to us for information about your activities, we may make the information about your activities accessible to the Tax Authority to the extent provided forth in valid legal acts.

Furthermore, it is your responsibility to follow all applicable tax requirements that may apply to the providing of Transportation Services. You undertake to reimburse Ananab for any state fees, claims, payments, fines, or other tax obligations that Ananab will incur as a result of your failure to comply with relevant tax legislation (including paying the income tax and social tax). 4.16. Authorization to issue bills by the driver. Ananab has the right to issue a Passenger invoice on your behalf to recompense you for any Fares, contractual penalties, or other expenses that Ananab mediates on your behalf. The invoice will be made accessible to you via the Ananab Driver Account in areas where Ananab provides invoices.

## **5. ANANAB FEES**

- 5.1. You need to pay a charge in order to utilise the Ananab Services (i.e., the Ananab Fee). The Ananab Fee is calculated based on the total fare of each Transportation Service order you have placed. You will get notification of the Ananab Fee amount through e-mail, Ananab App, Ananab Driver Account, or other appropriate methods. Please keep in mind that the Ananab Fee may vary at any time. Each modification will be communicated to you in advance. 5.2. The Ananab Fee and any other payments owed to us for the preceding month must be paid by the 15th of the following month at the latest. If you fail to pay the Ananab Fee on time, you will be charged a late payment penalty of 0.04 per cent (zero-point zero four per cent) of the unpaid amount every day. You are responsible for all fees spent by us as a result of our debt collection actions.



## 6. IN-APP PAYMENTS

- 6.1. Passengers may be able to pay for Transportation Services directly through the Ananab App using cards, carrier billing, and other payment methods (Ananab Business, for example) (i.e., In-app Payment). You thus permit us to accept the Fares or other fees made by the Passenger via In-app Payment and to send the monies to you as your commercial agent. Any financial obligation incurred by the Passenger through the In-app Payment shall be deemed completed at the moment of payment. 6.2. You may not decline the Passenger's payment through the In-app Payment, nor may you persuade the Passenger not to utilise the In-app Payment. If you decline to accept an In-app Payment without good reason, we have the right to charge you a contractual penalty of 15 shillings per refusal and/or suspend your access to use the Ananab Services if you do so repeatedly. 6.3. Ananab has the right to provide promo codes to riders on a per-promotion basis at our discretion. You must approve the usage of a promo code only when the rider uses it in-app to pay for a journey using a credit card. Promo coupons cannot be used on excursions that are paid for with cash. If the use of promo codes is deemed to be fraudulent, unlawful, or in violation of our Terms and Conditions pertaining to promo code usage, the promo code may be terminated, and Ananab will not restore the outstanding money to the Driver. 6.4 If the Passenger decides to Tip you directly in the Ananab App and the option is available, Ananab will collect the Tip on your behalf, together with the Fares and other costs paid by the Passenger via the In-app Payment. If the Tip is suspected of being fraudulent, unlawful, or used for a purpose other than as a gratuity linked to the service given or utilised by a Driver in violation of our Terms and Conditions, Ananab has the right to withhold the Tip. 6.4. In the Ananab Driver Account or App, you have the ability to see In-app Payment reports. The reports will detail the quantities of In-app Payments made in the preceding week, as well as the Ananab Fee withheld. Any critical situations that may influence our duties to collect and distribute the Fares paid via In-app Payment must be reported to us. 6.5. If the In-app Payment failed because the Passenger's credit card or other payment was cancelled or was unsuccessful for other reasons, we are not obligated to pay you the Fare due from the Passenger. In this scenario, we will assist you in seeking the Fare due from the Passenger, and after the

Passenger has completed the necessary payment, we will send it to you. 6.6. Before delivering Transportation Services, ensure that the service is being delivered to the correct Passenger or that the Passenger has specifically approved those additional passengers are permitted to ride on the Passenger's account. We will reimburse the individual for the Fare if you make a mistake in identifying the Passenger and the In-app Payment is paid to a person who has not been supplied or has not approved the Transportation Services for other passengers. In this situation, you will not be entitled to the Fare from us. Furthermore, we reserve the right to charge you a contractual penalty of up to 10 Shillings for any incorrectly applied In-app Payment. 6.7. Please be aware that any Fares or Tips paid via In-app Payment will be deducted from the sums owed to us (i.e., Ananab Fees and contractual penalties). We retain the right to satisfy any of your financial obligations to any of the Ananab group companies, in which case we shall be entitled to file a claim against you. We have the right to put off any of your financial obligations against any financial obligations you may have against us. 6.8. If we are unable to pay the Fees or Tip to you because you failed to include your bank account information in your Driver's account or because the bank account information was entered improperly, we shall hold such payments for 180 days. Your claim for payment of the fare or tip that was not transferred to you will expire if you do not notify us of the proper bank account details within 180 days of the date that the right to claim such payments was created.

## **7. CUSTOMER SUPPORT**

- We give customer service to drivers who are using Ananab Services. If you are late with any of your payments for more than five calendar days, we reserve the right to discontinue providing customer assistance.

## **8. RATINGS AND ACTIVITY**

- 8.1. You thus recognise that Passengers may offer you a rating and feedback about the quality of the Transportation Services that you have provided in order to ensure high-

quality service and provide further reassurance to Passengers. Passengers will be able to see your average rating since it will be connected to your Driver's account on the Ananab App. If we discover that a rating or remark was not supplied in good faith, it may not be projected into your rating computations. 8.2. In addition to the rating, we track your level of activity and provide you with an activity score depending on how you respond to Transportation Service requests by accepting, refusing, not responding, and finishing them. 8.3. In order to offer dependable services to Passengers, we may establish and maintain a minimum average rating and a minimum activity score for Drivers. If you do not improve your average rating or activity score to the required level within the specified time period after receiving a pertinent communication from us, your Driver's account will be immediately stopped, either temporarily or permanently. If any external circumstances warrant it, or if it is discovered that the suspension was caused by a system mistake or fraudulent ratings, we may reverse the suspension of your account.

## **9. MARKET OVERVIEWS AND CAMPAIGNS**

- 9.1. Overviews of the markets. We may provide you market overviews via the Ananab App, Ananab Driver Account, SMS, e-mail, or other means in order to raise your knowledge of when Passengers demand is highest. Such market overviews are only informative and do not obligate you in any way. We cannot guarantee that the actual market condition will match the estimations mentioned in the market overview because the market overview estimations are based on prior statistics. 9.2. Campaigns that promise a minimum wage. We may also run campaigns in which we promise a certain amount of money provided you supply Transportation Services within a certain amount of time. If you do not meet the stated minimum, we will make up the difference. The Ananab App, Ananab Driver Account, SMS, e-mail, or other means will be used to communicate the precise needs and conditions. We have complete control over when, when, and to whom Drivers we provide such ads. If we have reason to believe you are engaging in fraudulent conduct, we may withhold your Fare until the suspicion of fraud is dispelled. Campaigns for Passengers (section 9.3) We may also organise various initiatives for Passengers to promote the Ananab Platform on occasion. If the Passengers'

Fare is decreased as a result of the campaign, we will compensate you for the monetary value of the benefit provided to the Passengers. The marketing incentive may be offset against the Ananab Fee.

## **10. RELATIONSHIP BETWEEN YOU, US AND THE PASSENGERS**

- 10.1. You realise and accept that we are a provider of information society services and not transportation services. We function as a marketplace linking Passengers and Drivers to assist them to move around cities more effectively by providing the Ananab Platform and Ananab Services. You recognise that you offer the Transportation Services under the terms of a contract for passenger transport and that you do so either alone or via a corporation as a commercial and professional activity. Ananab, as the operator of the Ananab App, operates as the commercial agent of the Drivers for the purpose of facilitating the conclusion of contracts between the Driver and the Passenger, and takes and sends payments from Passengers, among other things. 10.2. You recognise that no employment arrangement or connection between you and us has been or will be created. You also recognise that you and us do not have a joint venture or partnership. You may not act as our employee, agent, or representative, nor may you commit us to any contract. If you are regarded as an employee of us by implication of obligatory laws or otherwise, you agree to waive all claims against us that may arise as a result of such implied employment connection. 10.3 You may not assign or delegate any of your rights or duties under the General Terms or Agreement to a third party.

## **11. PROCESSING OF PERSONAL DATA, ACCESS TO DATA**

- 11.1. All personal data and other data submitted or created in connection with your use of the Ananab Services will be treated in line with the Privacy Notice, which may be found at <http://Ananab.co.ke/legal/privacy-for-drivers/> 11.2. When such data contains personal data, Ananab will take all reasonable means to preserve its confidentiality and to comply with all applicable Privacy Policies and legislation. Ananab retains access to such data after the Agreement between you and Ananab is terminated unless relevant Privacy

Policies and regulations dictate otherwise. 11.3. To the extent that it is made available to you under your Ananab Driver Account through Ananab App, you have access to personal and other data given by you or produced in conjunction with your use of the Ananab Services. As long as and to the extent that such data contains the personal data of Passengers, you must take all reasonable means to ensure the confidentiality of such data and comply with applicable Privacy Policies and legislation.

## **12. LIABILITY**

- 12.1. The Ananab Platform is made available "as is" and "as available." We make no representations, warranties, or guarantees that access to the Ananab Platform will be error-free or uninterrupted. We cannot guarantee that your use of the Ananab Platform for requesting transportation services will result in any Transportation Service requests because it is dependent on Passengers' conduct. 12.2. To the fullest extent permitted by law, neither we nor Ananab's representatives, directors, or employees are liable for any loss or damage you may suffer as a result of using the Ananab Services, including, but not limited to: 12.2.1. any direct or indirect property damage or monetary loss; 12.2.2. loss of profit or anticipated savings; 12.2.3. loss of business, contracts, contacts, goodwill, reputation, and any loss that may arise from interruption of service. 12.3. Our financial obligation in the event of a breach of the General Terms or Agreement is limited to 500 shillings. Only if we have intentionally broken the General Terms or Agreement will you be able to sue for damages. 12.4. We are not responsible for the conduct or inactions of the Passenger or co-passengers, nor for any loss or damage that may occur to you or your vehicle as a result of the Passengers or co-passengers actions or inactions. 12.5. You are entirely accountable for any violation of the General Terms, Agreement, or any other relevant laws or regulations, and you must cease and desist from violating them promptly upon receiving a demand from us or any state body. You agree to hold us harmless from any direct and/or indirect loss and/or damage, loss of profits, expenditure, penalty, or fine incurred as a result of your violation of the General Terms, Agreement, and applicable laws and regulations. If Passenger makes any claims against you in connection with your supply of Transportation Services, you must reimburse us in full

within 7 (seven) days after receiving the relevant request from us. If we have the right to file a claim against you, you must reimburse us for any legal costs incurred in evaluating the losses and filing claims for compensation for such damages.

### **13. TERM, SUSPENSION AND TERMINATION**

- 13.1. The conditions expressly stated in these General Terms will take effect as soon as the signup application is submitted. Agreements and other terms will take effect after you get the particular document or message and begin or continue to provide Transportation Services on the Ananab Platform. 13.2. You may cancel the Agreement at any time by giving Ananab at least 7 (seven) days' notice after which your right to use the Ananab Platform and Ananab Services will end. Ananab reserves the right to cancel the Agreement at any time and for any reason by contacting you at least 3 (three) days in advance. 13.3. If you breach the General Terms or Agreement, any applicable laws or regulations, disparage Ananab, or cause harm to Ananab's brand, reputation, or business as determined by Ananab in our sole discretion, Ananab has the right to immediately terminate the Agreement and block your access to the Ananab Platform without prior notice. In the aforementioned circumstances, we may refuse to allow you to create a new Driver account at our discretion. 13.4. If we detect an infringement of the Agreement or fraudulent behaviour on your behalf, we may immediately suspend (block) your access to the Ananab Platform and the Ananab Driver Account for the duration of the inquiry. Once the inquiry has proven that such allegations are unfounded, the access restriction will be lifted. 13.5. In order to give the best possible service to all passengers, we keep track of driver activity on the Ananab Platform. If you fail to achieve the minimum service standards, such as the minimum rating and activity score, we have the right to cancel the Agreement immediately and without prior warning. 13.6. Where the termination of the Agreement or blocking of access to the Ananab Platform affects the rights of the Driver or fleet company using the Ananab Services for the provision of Transportation Services in Kenya, the additional requirements and safeguards set forth in Regulation (KE) 2019/1150 (Regulation) apply. 13.7. In accordance with the Internal Complaint-Handling System Rules for Business Users of Ananab, the driver and fleet

company referred to in section 13.6 (Business User Operating in the Member State) has the right to challenge the termination of the Agreement, blocking, and other alleged non-compliance of Ananab with the Regulation.

## **14. AMENDMENTS**

- 14.1. Ananab retains the right to change these General Terms at any time by posting a new version on its website (<http://Ananab.co.ke/legal/>) and alerting you (e.g. through e-mail, Ananab App, or Ananab Driver Account) if the changes are substantial in Ananab's reasonable view. 14.2. Ananab must give at least 15 days' notice (by e-mail, the Ananab App, or the Ananab Driver Account) of any revisions that impact the rights of Business Users operating in the Member State, unless: 14.2.1. Ananab is bound by a legal or regulatory need to alter the General Terms in a way that prevents it from honouring the advance notice period; 14.2.2. An emergency revision is necessary to address an unanticipated and impending threat to health, safety, or cybersecurity, or to protect Ananab Services, Passengers, or Drivers from fraud, malware, spam, or data breaches; 14.2.3. you've chosen to waive the advance notice period (for example, by continuing to use Ananab Services after receiving the notice of amendment); or 14.2.4. In Ananab's reasonable view, the revisions are advantageous to the Drivers and do not necessitate technological changes on their part. 14.3. If you do not agree to the revisions to the General Terms or other terms of the Agreement, you may terminate the Agreement by ceasing to use the Ananab Services and giving Ananab notice of termination. Unless otherwise specified in your termination notice, the Agreement terminates on the effective date of the proposed change. You agree to be governed by the General Terms or Agreement, as changed if you use the Ananab Services on or after the effective date of the revision.

## **15. APPLICABLE LAW AND COURT JURISDICTION**



- 15.1. The General Terms and Conditions will be regulated by, construed, and enforced in conformity with Kenyan law. If a disagreement arising from the General Terms or Agreement cannot be resolved via talks, the case will be resolved in Harju County Court.

## **16. NOTICES**

- 16.1. Any changes to your contact information must be notified to us promptly. 16.2. Any notice needed to be delivered under the General Terms and Conditions is adequate if: 16.2.1. personally delivered, 16.2.2. couriered with evidence of delivery, 16.2.3. registered mail, 16.2.4. emailed, or 16.2.5. made available through the Ananab App or Ananab Driver Account 16.3 Any notice issued or delivered in accordance with the preceding article is deemed to have been received if the following conditions are met: 16.3.1. if delivered personally, on the date stated by the courier as the date the envelope containing the notice was delivered to the party; 16.3.2. if delivered by courier, on the date stated by the courier as the date the envelope containing the notice was delivered to the party; 16.3.3. if sent by registered mail, on the 10th day after handing the document over to the office for delivery to the party; 16.3.4. if made available via the Ananab App or Ananab Driver Account

## **17. FINAL PROVISIONS**

- If any term of the General Terms is found to be unenforceable, the parties must replace an enforceable provision that approximates the affected provision's intent and economic impact. The General Terms will enter into force on July 12, 2020.

## **Global Driver Vehicle Branding Terms and Conditions**

- Version posting date: 20.07.2020
- The driver vehicle branding terms and conditions ("Branding Terms") are an addition to the agreement between Ananab and the driver for the use of the Ananab platform

(applicable "General Terms for Drivers" found here: <https://Ananab.co.ke/en/legal/>) and apply to Drivers who elect to provide the Services (defined below) to Ananab. You accept the Branding Terms and the duty to supply the Services by registering to provide Services via the opt-in form. The following definitions apply to any capitalised words used in this document that are not otherwise specified in the General Terms for Drivers. These Branding Terms do not apply to drivers who are registered as delivering services through a fleet company for the sake of clarity.

## **1. SERVICES**

- Drivers agree to supply Ananab with Services in the market in which they are registered. Applying Ananab marketing stickers to the Driver's car; and (driving on the Ananab platform with the stickers on the vehicle) completing a predefined minimum number of rides or time in line with criteria set and notified by Ananab from time to time.
- Ananab will continue to provide further information and details on the Services. Ananab will communicate directly with the Driver by email to the email address they have entered in their Ananab Driver account or via in-app messaging using the Ananab Driver app. Additional information about the Services may be found in the driver FAQ, the Ananab blog, or the registration form. Ananab has the authority to oversee the delivery of the Services.
- Only Ananab-approved stickers supplied by Ananab's authorised third-party source may be used by drivers for the Service. When the Services are delivered through Ananab's designated Sticker installation provider, which will be communicated to the Driver from time to time and is subject to change, Ananab may cover the expenses of installation of the Stickers for the Services. When the Services are terminated, the Driver is liable for the expense of sticker removal.

## **2. DRIVER REQUIREMENTS**

- Drivers must meet the following "Driver Requirements" in order to perform the Services:

- Maintain a good Ananab Driver account; pass a regular branding verification at a designated inspection point or online verification system as communicated by Ananab from time to time; keep sticker marketing materials on the Vehicle and in good condition; obtain a marketing licence and keep it up to date (where required); cooperate with Ananab in all matters relating to the Services, and follow Ananab's instructions, including directions
- Drivers who fail to meet and maintain all requirements will not be entitled to compensation for that bonus period and may permanently lose eligibility to provide the Services, at Ananab's sole discretion. This includes, but is not limited to, associating the Ananab brand with regulated products and services such as alcohol, tobacco, casinos, age-limited content, or political parties/issues.

### **3. COMPENSATION BONUS**

- Ananab will pay the Driver a bonus (the "Branding Bonus") in exchange for the Services and completing the Driver Requirements, the amount and frequency of which will be notified to the Driver through email or in-app message through the Ananab Driver app and may fluctuate from time to time. The Branding Bonus will be credited to the Driver's Ananab account and cannot be used in any other way. If the Driver owes Ananab money, the Branding Bonus can be used to pay off that obligation first.

### **4. ANANAB TRADEMARK**

- For the duration of these Branding Terms, Ananab offers the Driver a non-exclusive and non-transferable licence to use marketing stickers in line with Ananab's instructions, only for the purposes of delivering the Services. Without Ananab's prior written authorization, the Driver may not use or register any domain name, trademark, or company name that incorporates any of Ananab's Marks or their variants or misspellings, or are otherwise identical or confusingly similar to the same.

## **5. INDEPENDENT CONTRACTOR**

- The driver is an independent contractor who provides services to Ananab at all times. The Driver must not pose as an Ananab employee, worker, agent, or partner. Nothing in the Branding Terms is intended to or shall be construed to, form any partnership or joint venture between the parties, or to appoint any party as the agent of another party, or to permit any party to make or enter into any agreements for or on behalf of the other party. Each participant certifies that it is operating only for its own profit and not for the benefit of anybody else.

## **6. TERMINATION**

- By contacting the Driver, Ananab may cancel these Branding Terms at any moment. After alerting Ananab and successfully removing the stickers from the car, the Driver may cancel these Branding Terms at any time. If Ananab terminates the Branding Terms owing to the Driver's breach, any outstanding Bonus owed for the services will be immediately cancelled, and the Driver will be required to reimburse any Bonus received during the period the Branding Terms were in violation. The motorist must promptly notify Ananab of the removal of the stickers by emailing Ananab at the address provided on the registration form.

## **Internal Complaint-Handling System Rules for Business Users of Ananab**

Effective from 12 July 2020

### **1. Scope of application**

These Internal Complaint-Handling System Rules ("Rules") establish a framework for handling complaints from business users (as defined in Article 2 of Regulation (KE) 2019/1150 ("Regulation")) who use the following online intermediation services provided by Ananab Technology or its affiliates in Kenya:

1. Services provided through the Ananab ride-hailing platform that enables drivers or fleet companies to offer passenger transportation services;
2. Services provided through the Ananab Food platform that enables restaurant operators or other partners to offer meals or other goods;
3. Services provided through the Ananab Food and Ananab Business Delivery platforms that enable couriers to offer courier services.

## **2. Requirements for complaints**

(1) Ananab investigates a complaint filed under these Rules if it involves any of the following issues:

1. alleged non-compliance by Ananab with any obligations imposed by the Regulation that affect the business user lodging the complaint ("the complainant"); 2. technological issues that directly affect the provision of online intermediation services and that affect the complainant; 3. Ananab actions or behaviour that directly affect the provision of online intermediation services and that affect the complainant.

(2) Ananab is not obligated to process a complaint under these Rules if, in its reasonable opinion, the logged complaint: 1. amounts to no more than an ordinary customer support request that has been properly processed and resolved by a member of Ananab's customer support team; 2. amounts to no more than dissatisfaction with Ananab's general policies or the exercise of its discretion where no unprofessional or other misconduct, mistake, error, lack of care, or unreasonable delay has occurred.

(3) The complainant must submit his or her complaint in writing via the Ananab customer care channel(s) available in the Member State in question. The complaint must be made: 1. with a clear request demanding that the complaint be processed in accordance with these Rules; 2. in plain and comprehensive English or the official language of the Member State where the complainant operates; 3. as soon as possible but no later than thirty (30) days after the complainant first became aware of or should have reasonably become aware of the circumstances giving rise to the complaint.

I the complainant's name, registration number, and contact information (e-mail, phone number);  
ii) a plain description of the facts, chronology (dates and times), and alleged violations, including references to relevant provisions of the Regulation, applicable law, or terms and conditions that Ananab has allegedly breached; iii) documents and evidence supporting the complaint (e.g., documentary evidence, calculation of direct losses); iv) the complainant's clearly stated requests

### **3. Processing of the complaint by the investigator**

(1) Ananab shall acknowledge the receipt of the complaint within 10 working days following the date of receipt.

(2) The member of the complaint handling unit of Ananab ("investigator") investigates and rules on the complaint in accordance with these Rules and the applicable law by having due regard to principles of transparency, impartiality and equal treatment of equivalent situations.

(3) The investigator aims to complete the investigation and rule on the outcome of the investigation within 45 days of receipt of a complete complaint ("investigation period") unless it is necessary to extend the investigation period due to the complexity of circumstances of the matter. The complainant shall be notified about the extension of the investigation period and the reasons for such extension.

(4) The term of the investigation period is suspended during the period when:

1. Ananab has requested additional information and documents from the complainant that are necessary to assess the complaint;

2. Ananab and the complainant have commenced negotiations with a view to settling the complaint by agreement.

(5) The complainant shall be reasonably available to the investigator during the investigation and provide all the information, documents or reasonable assistance without undue delay, as the Investigator may reasonably require in connection with the complaint. The complainant provides all such assistance to the Investigator at their own expense.

(6) If the investigator rejects, fully or partly, the complaint, it provides in writing and reasonable detail the reasons for its ruling, and notifies the complainant about the right to refer the matter to the mediation in accordance with § 4. If the Investigator satisfies the complaint fully, it does not have to provide reasons for its decision.

#### **4. Mediation**

If a complainant is unhappy with the conclusion of an inquiry or with Ananab's progress in investigating and resolving the complaint, he or she may refer the case to one of the sworn advocates on the Kenyan Bar Association's list of mediators.

#### **5. Final provisions**

These Rules have no bearing on the complainant's or Ananab's rights to file a lawsuit before, during, or after the complaint-handling or mediation process, including any attempt by Ananab to resolve the complaint or reach an agreement through mediation.

#### **Privacy for Recruitment**

When you apply for a job on this site, Ananab Technology ("Controller") collects your personal data. Privacy@ananab.co.ke is the controller's data protection officer's email address. Your personal data will be processed for the purposes of managing the Controller's recruitment-related activities, such as setting up and conducting candidate interviews and tests, analysing and assessing the findings, and as otherwise required in the recruiting and hiring procedures. Such



processing is permitted under Art. 6(1)(f) of Regulation (KE) 2016/679 (General Data Protection Regulation) since it is essential for the Controller's legitimate interests, which include the soliciting, evaluation, and selection of job applications.

The controller will keep your personal information for as long as it is needed to consider your job application.

You have the right to seek access to your personal data, to have your personal data corrected or destroyed, and to have your personal data processing limited under the GDPR. You have the right to data portability as well. Additionally, you have the option of filing a complaint with a Kenyan supervisory authority.

## **Terms and Conditions for Ananab Business**

These Terms and Conditions apply to the use of Ananab Business.

Effective from 29.06.2020

### **1. Definitions**

1.1. **Ananab** – Ananab Technology is a Kenyan private limited company that was founded and established under Kenyan law.

1.2. **Ananab App** – Ananab services may be accessed via a smartphone application.

1.3. **Ananab Business** – Business clients can use Ananab's service to oversee and pay for rides taken by passengers who have been approved by the business customer.

1.4. **Business Portal** – Ananab Business may be accessed through the Ananab website at [www.ananab.co.ke](http://www.ananab.co.ke).

1.5. **Business Account** – Customer's account that allows them to utilise Ananab Business, for example, allowing them to add passengers to their Business Account and pay for their usage.

1.6. **Ride Booker** - a special-purpose Ananab Business platform that allows customers to order transportation for a Ride Booker Passenger.

1.7. **Customer** - the individual who is labelled as Customer on the Business Portal's sign-up page and who is utilising a Business Account

1.8. **Passenger** – a person who uses the Ananab App to seek transportation;

1.9. **Ride Booker Passenger** - a person who does not use the Ananab App to obtain transportation. Unless otherwise noted, each reference to Passenger in the Agreement includes Ride Booker Passenger.

1.10. **User** – a Passenger who is registered under the Customer's Business Account and is therefore authorised to utilise Ananab Business within the Customer's and Ananab's constraints.

1.11. **Administrator** – a person designated by the Customer to manage the Business Account, including registering and removing Users, viewing and editing User information, and administering User groups and permissions;

1.12. **Driver** – a transportation service provider whose services may be booked using the Ananab App or Ride Booker;

1.13. **Agreement** – Customer and Ananab have reached an agreement that includes the following:

1.13.1. these Terms and Conditions;

1.13.2. Special terms displayed in Business Portal and/or Ananab App, e.g regarding price info or payment methods, user manuals, service descriptions; and 1.13.3. other terms referred to in this Agreement, including Ananab Terms and Conditions for Passengers (available at <https://Ananab.co.ke/legal/terms-for-riders/>) as may be amended from time to time, applicable promo code terms and instructions or rules for use of e-scooters or other vehicles;

1.14. **Fare** – The cost that the User must pay to the Driver in exchange for the transportation service.

1.15. **Service Fee** - a charge of up to 10% of every Fare for the usage of Ananab Business by the customer.

1.16. **Payment Agent** - Ananab Operations is the agent in charge of providing technical assistance for payment services in order to process payments and/or invoicing on behalf of Ananab Technology.

## **2. Set-up and administration of Business Account**

### **Set-up of Business Account**

2.1. Customers who want to use Ananab Business must first create a Business Account by filling out the required information in the Business Portal. Customer represents and certifies that the person who clicks to accept these Terms and Conditions has the authority to bind Customer to this Agreement. 2.2. The Business Account allows the Customer to register Passengers as Users, allowing them to utilise Ananab Business within the parameters specified by the Customer and Ananab. 2.3. Customer accepts that only Passengers who satisfy the following conditions are entitled to utilise Ananab Business as Users: 2.3.1. Passenger has an active personal Ananab account (this does not apply to Ride Booker Passengers); 2.3.2. Passenger has confirmed the mobile number provided during the registration process; and 2.3.3. Passenger's personal Ananab account has not been blocked, suspended, or terminated due to a violation of the Ananab Terms and Conditions for Passengers. 2.4. Customers must upload the relevant Passenger information to the Business Portal in order to register a Passenger as a User. 2.5. Passengers invited to use Ananab Business will be instantly linked to a Business Account for Customer payments and will have the choice to settle Fares on a ride-by-ride basis through either the Passenger's personal account or the Customer's Business Account. 2.6. Ananab offers Customers a unique master username and master password to access its Business Account via the Business Portal after a successful registration. 2.7. Customer shall appoint one or more Administrator(s) who will have personal administrator-username(s) and administrator-password(s) to access the Business Account and Business Portal (s). Processing of personal data 2.8. With respect to any personal data processed under this Agreement, Ananab and Customer will remain separate data controllers, and Ananab and Customer will: 2.8.1. comply with all applicable data protection

laws, including the implementation of appropriate technical and organisational data protection measures. Personal data is processed in accordance with Ananab's Privacy Policy for Passengers (available at <https://Ananab.co.ke/legal/privacy-for-riders/>) and Kenyan legislation. 2.8.2. promptly notify each other of any data processing events or breaches that are relevant to the performance of this Agreement; 2.8.3. cooperate fairly in responding to requests from data subjects and authorised governmental agencies. 2.9. The customer commits to have a relevant legal basis for processing personal data and to obtain agreement from each Passenger where necessary by applicable data protection legislation to: 2.9.1. inform each respective Passenger that it has requested Ananab to contact them in connection with the Passenger's registration as a User and that such registration may be followed by direct electronic marketing messages associated with the Business Account, such as promo codes and bonuses (direct marketing is not applicable to Ride Booker Passengers); 2.9.2 remind each Passenger that integrating the Passenger's personal Ananab account with the Business Account would give the Customer access to detailed trip information for trips charged to the Business Account; 2.9.3 To provide Ananab Business, receive messages and other contacts from Ananab.

### **3. Rules of use of Ananab Business**

3.1. Customer is responsible for supplying only correct and full information to Ananab, as well as keeping such information up to current at all times. 3.2. The customer undertakes to promptly notify Ananab of any changes to the Customer's chosen payment method connected to the Business Account that may affect Ananab's ability to charge Customer in accordance with this Agreement. 3.3. Customers should restrict access to the Business Portal to approved Administrators who are not permitted to share or transfer their access credentials to anyone else. All action that occurs under the customer's credentials is the responsibility of the customer. 3.4. Ananab provides Customer with a royalty-free, revocable, non-exclusive, non-transferable, non-assignable licence to access and use Business Portal in accordance with and throughout the length of this Agreement, subject to Customer's compliance with this Agreement. 3.5. If the Customer becomes aware of the loss or theft of the User's mobile device, the Customer must promptly close the phone number associated with that device in the Business Portal. 3.6. Customer shall only use Ananab Business for legitimate business reasons in accordance with this

Agreement, and shall not use Ananab Business for unauthorised or unlawful activities, nor shall Customer interfere with Ananab Business's normal functioning. 3.7. If a User's personal account is suspended or terminated, that User's access to the Business Account is similarly suspended or terminated. 3.8. Ananab Business maintains the right to add, delete, and update features and functionality at any time, including the right to give discounts to Passengers depending on the number of trips they have taken. 3.9. Customer will not do, and will not authorise anyone to do:

- 3.9.1 Attempt to decompile, disassemble, reverse engineer, or otherwise extract the source code or underlying technologies, techniques, or algorithms connected to Ananab Business by decompiling, disassembling, or reversing engineering;
- 3.9.2. Misuse Business Portal by willfully introducing viruses, Trojans, worms, logic bombs, or other material that would adversely affect the usage of Ananab Business;
- 3.9.3 bypass, deactivate, or otherwise tamper with any Business Portal security features;
- 3.9.4 encourage, promote, or indulge in any illegal or criminal activity or conduct that harms or injures anyone or something;
- 3.9.5. acquire any data from the Business Portal that isn't required under the Agreement;
- 3.9.6. upload or contribute any content including nudity or violence, as well as content that is abusive, threatening, vulgar, deceptive, false, or objectionable;
- 3.9.7. publish or contribute any content that Customer/User does not own or have permission to use, or otherwise infringe on third-party copyright, trademark, or other rights;
- 3.9.8. utilise content in contravention of the owner's authorised licence conditions;
- 3.9.9. without the authorization of that individual, upload or contribute any information or criticism about that person to Business Portal;
- 3.9.10. harass, upset, humiliate, frighten, or irritate another person; or threaten, abuse, or breach another's privacy; or create irritation, inconvenience, or unnecessary worry; or
- 3.9.11. use any automated system, including but not limited to "robots," "bots," "spiders," or "offline readers," to access Business Portal in a manner that sends more request messages to Business Portal in the same period of time than a human can reasonably produce;
- 3.9.12. upcharge, increase, or otherwise modify or manipulate Fares as calculated through Ananab App;
- 3.9.13. impose any additional fees or charges on the User, except for Ride Booker Passen

3.10. Parties agree to keep secret any commercial, technical, or financial information obtained from the other party in connection with this Agreement, including the terms and conditions of this Agreement, unless:

- 3.10.1. the disclosing party permits the requested disclosure of particular information in writing;
- 3.10.2. such information is already public;
- 3.10.3. the receiving party shall use confidential information solely for the purposes permitted under the Agreement;
- 3.10.4. the receiving party receives an administrative or judicial order, or any other

request for disclosure of any confidential information if the receiving party provided the disclosing party with written notice of such request. 3.11 The receiving party must preserve the private information of the disclosing party in the same way as it protects the secrecy of its own proprietary and confidential information, but not to a lesser extent.

#### **4. Payments & refunds General**

4.1. Customers must choose a payment option for their Business Account from a list of possible payment methods supplied in the Business Portal, which may include direct, prepaid, and postpaid payments, among others. 4.2. Ananab maintains the right, in its sole discretion, to delete or alter the offered payment methods. 4.3. The customer is responsible to Ananab for any Fares and Service Fees incurred by Users under the Business Account option, regardless of whether the User obtained the Customer's permission to incur such costs. 4.4. The customer undertakes to pay all fines, fees, penalties, and other charges and costs incurred by Ananab as a consequence of User cancelling a ride, User's usage of any vehicle, User's unlawful parking of any vehicle, or any other law, rule, regulation, or ordinance while using Ananab Business. The customer authorises Ananab to automatically take such sums from Customer's credit card (if providing a credit card is required for the respective payment method). 4.5. If Customer has a problem with a transaction charged to Customer's chosen payment method, Customer must notify Ananab within 10 business days of the transaction's date. 4.6. When making payments, Ananab Technology is the intended beneficiary. Payment Agent may assist payments to Ananab Technology if the customer accepts. Payment Agent has been chosen by Ananab Technology to react to any complaints and resolve any issues relating to payments made to Ananab Technology. The customer agrees to speak with the Payment Agent directly about any problems. The Customer may choose a resale invoicing model in countries determined by Ananab, in which the issuer of invoices and recipient of payments, including additional fees charged in connection with the model, is a company that acts as a reseller (Reseller) of rides taken by Users under Business Account. The Reseller may be Ananab Operations, another Ananab subsidiary, or a third party selected by Ananab. Unless otherwise specified, Section 5 and any other limits of Ananab's responsibility set out in these Terms and Conditions will apply to the Reseller (*mutatis mutandis*). 4.7. Except as specifically stated differently herein or by relevant legislation, all

payments are non-refundable. Refunds will be sent as a credit to the Business Account, which may be used to pay for future journeys. 4.8. The Customer will be provided with an account statement detailing the number of rides taken in each country. Customers may view and download invoices using the Business Portal. Payments made directly 4.9. The customer must furnish and maintain one or more valid credit card(s) linked to the Business Account for the length of this Agreement to allow Ananab to charge any payments related to the usage of Ananab Business as outlined in this Agreement. 4.10. After a User requests a ride, Ananab immediately deducts from the Customer's credit card a sum equal to the Fare owed for the User's particular ride, plus a monthly Service Fee. 4.11 If the automated charge from the credit card fails, the ride request will be declined, and the User will be prompted to select another payment option from the Ananab App. Even if the ride is rejected, the customer is nonetheless responsible for the payment requirement, regardless of the reasons that ordinarily cause such rejection. 4.12. All payments, including the Service Fee, will be conducted in the local currency of the User's chosen ride country. 4.13. The customer's bank may apply extra costs for using a credit card that is not included in the Fare or Service Fee. Prepayments 4.14. After the User requests a ride, Ananab deducts from the Customer's balance a sum equal to the Fare owed for the User's particular ride, plus a Service Fee. 4.15. If the prepaid amount has been depleted, the request for the ride (as well as any future rides) will be denied, and the User will be prompted to select an alternate payment option from the Ananab App. Even if the ride is rejected, the customer is nonetheless responsible for the payment requirement, regardless of the reasons that ordinarily cause such rejection. 4.16. All payments, including the Service Fee, will be conducted in the local currency of the User's chosen ride country. Post payments 4.17. Ananab may, in its sole discretion, provide the Customer with a credit limit, which includes the Service Fee. 4.18. If the customer's credit limit has been reached, the ride request (as well as any future trips) will be denied, and the user will be prompted to select an alternate payment method from the Ananab App. Even if the ride is rejected, the customer is nonetheless responsible for the payment requirement, regardless of the reasons that ordinarily cause such rejection. 4.19. Ananab sends Customers a monthly account statement for Service Fees and rides taken by Users under the Business Account during the preceding calendar month. By the 14th day of the next calendar month, Ananab will make the account statement available to the Customer through the Business Portal. 4.20. Within 15 days of the account statement's date, the customer must make payment in accordance with the account statement. All User requests for rides will be refused if money is not received by the due date.



4.21. If the Customer fails to make a payment by the due date on the account statement, it will be charged 0.5% interest per day on the total amount that is past due. All reasonable expenditures (including those imposed by any debt collection agency) as well as all administrative, legal, and other costs incurred in the recovery of any overdue payment must be reimbursed to Ananab. For such charges, the minimum compensation fee is Ten Shillings. 4.22 The account statement will be in the currency that applies to the Customer's main address. Ananab shall, in its reasonable discretion, decide the relevant exchange rate for converting Fares and Service Fee for rides taken in geographies with other currencies.

## **5. Liability**

5.1. Ananab does not provide transportation. It is also not a transportation agency that assists drivers in finding passengers. Ananab will not be held liable for the quality or lack of flaws in the transportation services provided by the Drivers. Ananab cannot and does not guarantee that the availability of Drivers satisfies the demands of Users because the provision and availability of transportation services are dependent on them. 5.2. Ananab Business is made available "as is" and "as accessible." Ananab makes no assurance that access to Ananab Business will be error-free or uninterrupted. If there are any bugs in the programme, Ananab will try to fix them as quickly as possible. 5.3. Unless otherwise allowed by law, Ananab is not liable for any loss or damage that Customer or User may suffer as a result of using Ananab Business. Ananab's financial responsibility in relation to the latter will be restricted to 500 shillings. Ananab is not responsible for Driver's conduct, mistakes, or omissions. 5.4. Ananab shall not be liable to Customer, User, or any other person for any expenses, losses, or damages incurred as a result of Customer's erroneous or incomplete data. 5.5. Failure to follow the regulations set out in this Agreement is considered a significant violation, and Ananab reserves the right (with or without warning) to: 5.5.1. to terminate Customer's or its Users' right to use Business Account and, where applicable, Ananab App, instantly, temporarily, or permanently, and 5.5.2. to apply and seek any other remedies available under this Agreement and applicable law. 5.6. The customer is responsible for all Administrators' and Users' actions. Customer is additionally liable for any Fares incurred as a result of unauthorised, fraudulent, or other illegal activities related to the User's use of Ananab Business. Any such unauthorised, fraudulent, or unpermitted action must

be reported to Ananab immediately. 5.7. It is the sole duty of the Customer to remove any User who no longer qualifies for the usage of Ananab Business from the list of Users under its Business Account. The customer is still responsible for any payments made by the Passenger under the Business Account before the Passenger is removed from the list of Users. 5.8. Neither party may use or allude to the other's name, logo, trademarks, or service marks in a press release or otherwise without the other party's prior written authorization in each case. 5.9. Either party's failure to perform under the Agreement is excused to the extent and for the period that performance is made impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers or contractors, or any other reason beyond the reasonable control of the non-performing party and not caused by the non-performing party's negligence.

## **6. Term and termination**

6.1. The Agreement takes effect when Customer's signup application is processed successfully and continues until it is cancelled in line with the terms of the Agreement. 6.2. The customers may cancel the Agreement at any time and for any reason by contacting Ananab at least 7 days prior to the termination date. 6.3. Ananab has the right to cancel the Agreement at any time and for any reason by providing the Customer with at least 3 days' notice. 6.4. Upon termination of this Agreement, any outstanding payment obligations, as well as obligations resulting from the responsibility and confidentiality provisions of this Agreement, will continue. 6.5. If Customer violates this Agreement, any relevant laws or regulations, or hurts Ananab's brand, reputation, or company, Ananab has the right to cancel the Agreement and limit Customer's access to the Business Portal without prior notice. 6.6. If Ananab suspects an infringement of the Agreement or fraudulent conduct linked with the Customer's Business Account, Ananab may immediately prohibit Customer's access to the Business Portal for a period of inquiry.

## **7. Final provisions**

7.1. Any notice under Agreement shall be sufficiently given if delivered and deemed to have been received: 7.1.1. if delivered personally, at the time of delivery to the party; 7.1.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party; 7.1.3. if sent by registered mail, on the 10th day after handing the document over to the office for delivery to the party; 7.1.4. if made available via Business Portal, or if sent by email, on the day the party receiving the email confirms receiving the respective e-mail or on the 2nd day following the dispatch of the email provided that the sender has not received an error notice (notifying that the email was not delivered to the party). 7.2. Any changes to Agreement shall enter into force after they have been made available to Customer via Business Portal or notified to contact details recorded under its Business Account. Continued use of Ananab Business after changes so notified shall constitute Customer's consent to such changes. 7.3. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Ananab. Customer may assign Agreement without such consent, but with notice to Ananab, in connection with a merger or a sale of all of the equity or assets of Customer. An agreement may be assigned by Ananab in Ananab's sole discretion. 7.4. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations and undertakings of whatsoever nature, whether oral or written between the parties. 7.5. The agreement shall be governed by and construed and enforced in accordance with the laws of Kenya. If a dispute resulting from the Agreement could not be settled by the negotiations, then the dispute shall be finally settled in Harju County Court.

## **Terms and Conditions for Passengers**

These General Terms and Conditions apply to and govern the use of the Ananab app, which is a technology that links passengers with drivers to enable them to move about cities more effectively.

The phrase "us" or "we" refers to Ananab Technology, the company that owns the Ananab app, as well as other Ananab group firms and partners (local subsidiaries, representatives, affiliates, agents etc). <https://Ananab.co.ke/cities/> contains a list of Ananab group enterprises and partners.

In order to use the Ananab app, you must agree to the following terms and conditions:

## **1. Using the Ananab app**

1.1 Through the Ananab app, Ananab provides an information society service by facilitating the mediation of requests for transportation services between passengers and drivers; however, Ananab does not provide transportation services. Drivers provide transportation services for the carriage of passengers under a contract (with you). As economic and professional service providers, drivers perform transportation services on an independent basis (either in person or via a firm). Ananab is not liable in any manner for the passenger's (you) and the driver's performance of the contract. Passengers and drivers shall settle any disputes originating from consumer rights, legal duties, or laws governing the supply of transportation services. The Ananab app contains information on the drivers and their transportation services, and receipts for rides are emailed to the email address given in the passenger's profile. 1.2. Via the Ananab app, the passenger (you) enters into a contract with the driver for the supply of transportation services. You can pay the driver for the transportation service in cash or with Ananab in-App Payment, depending on the payment methods available for the particular location of the travel. Payments for Ananab Business rides are handled through a separate Business trips arrangement. Where required by law, charges will include all relevant taxes. Other taxes, tolls, and/or surcharges may be applied, such as a booking fee, municipal tolls, airport surcharges, or processing fees for split payments. You may also give a tip directly to the driver or through the Ananab in-App Payment system if you want. At our sole discretion, we may restrict the maximum value of a Tip. 1.3 The passenger's cellphone number is linked to the appropriate Ananab user account and added to our database during the installation of the Ananab app. If you no longer use your cell phone, you

must tell Ananab within 7 days so that your account data may be anonymized. If you do not tell us of any changes to your phone number, your mobile operator may assign the same phone number to a new individual who will have access to your data if they use the Ananab app.

## **2. Promotional Codes**

2.1 On a per-promotion basis, Ananab may offer you promotional codes. Promotional code credit can be used to pay for a ride or other features or advantages associated with the service and/or a Third Party's service and is subject to any additional terms that are set out for each promotional code. Once you've applied a promo code to your account, the expiration date will be shown in-app. 2.2 If the total cost of your journey exceeds the amount of redeemable credit assigned to your ride, the difference will be automatically removed from your payment method. Similarly, a promotional code credit only applies per ride and cannot be carried over to a subsequent ride/trip, therefore it will be lost. Per trip, only one discount code may be used. 2.3 For whatever reason, Ananab maintains the right to cancel any promotional code at any moment. This includes, but is not limited to, codes that Ananab believes are being used in an illegal or fraudulent way, codes that were given incorrectly, and codes that have expired.

## **3. Ananab in-App Payment**

3.1 You can pay for transportation services using a card, mobile carrier billing, or other payment methods (e.g. Ananab Business) as and when available through the Ananab App, depending on the payment choices offered for the specific location of the travel. Ananab works as a commercial agent for the suppliers of transportation services by delivering the Ananab in-App Payment service. Every driver has designated Ananab as their commercial agent for the purpose of facilitating the completion of contracts between the driver and the passenger, including the authority to receive and send payments from passengers to the driver. When the payment order to transfer funds to Ananab's bank account is provided, your responsibility to the transport service provider will be satisfied. As a passenger, it is your responsibility to ensure that the payment is made and that adequate funds are accessible. 3.2 You may use the Ananab In-app Payment option to pay for a trip to the driver. The Trip can be paid using Ananab's In-app Payment system

using methods that have been approved by the company. Ananab will not keep a fee on the Tip brokerage, and the Tip will be given to the driver in full, less any necessary taxes. Ananab retains the right to withhold the Tip if it is suspected of being fraudulent, unlawful, or used for a purpose other than as a gratuity linked to the service given, or if it is utilised in violation of Ananab's Terms and Conditions. 3.3 When you pay using Ananab in-App Payment, Ananab gets your money and sends it to the driver. Ananab may need further information from you in order to validate your payment method. 3.4 Ananab is not liable for any third-party payment expenses incurred while using Ananab in-App Payment to pay for transportation services (e.g mobile operators, bank fees). When processing payments in connection with the Ananab in-App Payment, these service providers may charge you extra fees. Ananab is not liable for any such costs and expressly disclaims any responsibility in this regard. Additional terms and restrictions imposed by the appropriate third-party payment service provider may apply to your payment method; please consider these terms and conditions before using your payment method. 3.5 Ananab shall be responsible for the Ananab in-App Payment's operation and will offer assistance in addressing issues. Disputes relating to Ananab in-App Payment are also resolved through us. Please contact [info@Ananab.co.ke](mailto:info@Ananab.co.ke) for payment assistance. Email and Ananab App inquiries will receive a response within one business day. Ananab shall respond to complaints and applications connected to Ananab in-App Payment within two business days. Upfront Fare (3.6). You may be given the choice of taking a trip that permits you to agree to a set Fare for a specific instance of Transportation service supplied by the Driver (i.e Upfront Fare). Before you order a ride, the Ananab App will notify you of the upfront fare. If you change your location during the journey, the ride takes significantly longer than planned owing to traffic or other causes, or if other unforeseen circumstances drastically alter the ride's characteristics, the upfront fare will not be applied (e.g a route is used where tolls apply).

#### **4. Ordering and cancelling transport services**

4.1 1 When you request a transportation service and the driver agrees to perform the task, the service is deemed ordered. 4.2 Once a driver agrees that he or she will finish your travel, you will enter into a separate agreement with the driver for the journey's provision on your terms and conditions. Ananab does not offer transportation and is not a party to your contract with the

driver. 4.3 Cancelling the usage of an ordered transportation service is defined as the case in which the driver has responded to your request and you reject, cancel, or decline the service. If you cancel a transportation service request after a specific amount of time has passed, you will be charged a cancellation fee. 4.4 If you cancel a transport service request many times in 24 hours, your account may be temporarily blocked as a warning. We may suspend your account for a longer period if you receive numerous such warnings (e.g 6 months). After that time, you can request that your account be reactivated, and Ananab will consider your application. 4.5 When the driver informs the passenger of the vehicle's arrival at its location, and the passenger or individuals for whom the transport was scheduled do not appear to the vehicle within the time period stated in the Ananab app, the request will be considered cancelled. Please keep in mind that the driver may decide to cancel your request at any time; Ananab is not liable in such cases. 4.6 Once the driver comes and sends you a notice, the Ananab app may begin charging you a price based on the amount of time you wait, according to the Ananab app's rates. 4.7 If you use the Ananab app to request transport services and damage the driver's vehicle or its furnishings (for example, by blemishing or staining the vehicle or causing it to stink), the driver has the right to demand payment of a penalty of 50 shillings and compensation for any damages in excess of the penalty. Ananab may pursue claims on behalf of the transport service provider if you do not pay the penalty and/or compensate for the damage.

## **5. License to use the Ananab app**

5.1 We agree to provide you with a royalty-free, revocable, non-exclusive licence to access and use the Ananab app in accordance with these General Conditions and Conditions, the Privacy Notice, and the applicable app-store terms as long as you comply with these General Terms and Conditions. This permission to use the Ananab app may not be transferred or sublicensed. If your permission to use the Ananab app is revoked, the related non-exclusive licence will be revoked as well.

## **6. Liability**



6.1 We cannot guarantee or accept responsibility for the quality or lack of flaws in the provision of transportation services since the Ananab app is an information society service (a means of communication) between passengers and drivers. Ananab can not promise that you will always have offers accessible for the provision of transportation services since the use of the Ananab app for seeking transportation services is dependent on the behaviour of the drivers. 6.2 The Ananab app does not provide or broker passenger transportation services. It's also not a service for locating passengers for transportation providers run by a transportation agency. The Ananab app is used to organise the delivery of transportation services. 6.3 The consumer's entitlement to a refund does not apply to orders placed using the Ananab app. Requesting a refund from the transportation service does not imply that you are withdrawing from the agreement under which the transport service was bought. 6.4 The Ananab application is supplied "as is" and "as available." Ananab makes no representations, warranties, or guarantees that access to the Ananab app will be error-free or uninterrupted. If there are any bugs in the software, we will try to fix them as soon as possible, but please keep in mind that the app's functionality may be limited due to technical errors from time to time, and we cannot guarantee that the app will work at all times; for example, a public emergency may cause a service interruption. 6.5 Ananab, its representatives, directors, and employees are not responsible for any loss or harm you may suffer as a result of using the Ananab app or depending on the route booked using the Ananab app, including but not limited to: 6.5.1. any direct or indirect property damage or monetary loss; 6.5.2. loss of profit; 6.5.3. loss of business, contracts, contacts, goodwill, reputation, and any other loss resulting from a business disruption; 6.5.4. data loss or inaccuracy; and 6.5.5. any other sort of loss or damage 6.6 Ananab's financial obligation in the event of a contract violation shall be restricted to 500 shillings. Only if Ananab has intentionally broken the contract will you be able to sue for damages. Ananab will not be held accountable for the driver's conduct or inactions, nor for any damages caused to passengers by the driver. 6.7 You undertake to completely indemnify and hold Ananab, their associated businesses, representatives, employees, and directors free from any claims or losses (including liabilities, damages, costs, and expenditures of any kind) arising from your use of the Ananab app (including the journeys you obtain through your use of the Ananab app). 6.8 If you violate these General Terms and Conditions or if we believe it is essential to maintain the integrity of Ananab or the safety of drivers, Ananab may immediately terminate your use of the Ananab app.

## **7. Good practice using the Ananab app**

7.1 Because Ananab is not a transport service provider or broker, any concerns with the transportation services' flaws or quality will be handled according to the norms and regulations of the transport service provider or the applicable governmental body. 7.2 In the Ananab app, we request that you complete a feedback form. As a result, we are able to make ideas to the drivers in order to improve the quality of their service. 7.3 We expect you to use the Ananab app in a trustworthy manner and to show respect to the drivers who provide their services through the Ananab app. Ananab reserves the right to terminate your account if you break the terms set out in this General Terms and Conditions or if your actions are malicious, such as withholding payment for the transportation service, fraud, disrespecting the drivers, and so on. Your Ananab app account may be cancelled in these circumstances without warning. 7.4 Ananab will make every effort to guarantee that the Ananab app is only used by drivers who are honest and respectful of their profession and passengers. However, we cannot guarantee that every transport service provider found via the Ananab app meets the aforementioned standards at all times. If you have a problem with a transportation service, please contact the firm that provided it, a supervisory authority, or our customer service.

## **8. Amendments to the General Terms and Conditions**

8.1 You will be alerted via e-mail or the Ananab app if any significant changes to the General Terms and Conditions are made. You will be presumed to accept the revisions if you continue to use the Ananab app.

## **9. Final Provisions**

The laws of the Republic of Kenya will govern the General Terms and Conditions, and they will be construed and enforced accordingly. If the relevant disagreement arising from the General Terms or Agreement cannot be resolved through discussions, the matter will be resolved in Tallinn's Harju County Court. If any term of the General Terms is found to be unenforceable, the parties will replace an enforceable provision that approximates the affected provision's intent and economic impact.

Date of entry into force: 01.01.2021.