

Ananab Rental Vehicles Terms of Service

Effective from 01.11.2021

1. General

1.1 These Terms of Service are a legal agreement ("Agreement") between you ("You," "User") and Ananab affiliates ("Ananab," "We," "Us," or "Our") governing your usage of rental automobiles available through the Ananab App.

1.2 The following papers are legally binding and are included in this Agreement by reference:

1.2.1 the driving regulations set out in Annex A to this Agreement for operating the Rental Vehicles ("Driving Rules");

1.2.2 the safety standards for the use of Rental Vehicles in the App, as well as the App Driving Rules, if applicable.

1.2.3 any applicable fee schedule ("Fee Schedule"), any other price information, rules displayed in the App related to Basic Pass as well as Pre-Paid Pass (defined in 4.1), any applicable Promo Code terms, and any instructions, manuals (including, if applicable, the User Manual of the Rental Vehicles), and any other guidelines displayed in the App;

1.2.4 other business and product terms referred to in this Agreement, including service descriptions, policies, and notices, such as Our Privacy Policy for Passengers ("Privacy Policy"), which is available in the App or at: <https://ananab.co.ke/legal/>, and which shall apply to the processing of Your personal data in connection with the use of the Services (mutatis mutandis);

1.3 As we grow together, we may alter this agreement at any moment.

2. Use of App

2.1 The App allows those in need of a rental vehicle to discover one by sharing their geolocation.

2.2 To utilise the Services, you must first download the Ananab App and create a user account ("Account"). Your mobile number will be linked to Your Account and added to Our database during the installation of the App.

2.3 If there are any issues in the Ananab App, we will try to fix them as quickly as possible, but You agree that the App's functionality may be limited owing to occasional technical errors, and We cannot guarantee the App's faultless operation at all times. We assume no responsibility for any damages caused as a result of the Ananab App failing to work or not being useable as intended.

3. User Eligibility and Accounts

3.1 You are eligible to use the Services provided you meet the following criteria:

3.1.1 You have a Username and Password;

3.1.2 Your Account is connected to a valid credit or debit card, or another payment method that the App accepts ("Elected Payment Method");

3.1.3 You are at least 21 years old and legally permitted to operate vehicles in accordance with road safety guidelines.

3.1.4 You are in possession of a valid driver's licence.

3.1.5 You are physically healthy and have the required abilities and competence to safely and competently use, drive, and operate Rental-Vehicles.

3.2 You must do the following while creating and using Your Account:

3.2.1 You undertake to only use Your true identity, correct personal and card information, and to maintain this information up to date at all times when setting up the Account;

3.2.2 accept that in order to get or retain access to the Services, you will be required to show evidence of identity in the form of a photo from Your driver's licence or a government identification document;

3.2.3 You are responsible for the access, control, and security of Your Account, including, but not limited to, activating (unlocking), using, deactivating (finishing Your drive), and proper parking of the Rental-Vehicles pursuant to this Agreement and as the case may be in the Permitted Parking Area, or failing to do so unless You have reported misuse of Your Account.

3.2.4 You undertake to promptly tell Us if you become aware of any unauthorised access to or use of Your Account, or any other event that may result in the loss of control over Your Account;

3.2.5 You agree that We have the right to suspend or disable Your Account in order to secure lawful use of the App, including without limitation for fraud prevention, risk assessment, investigation, and customer support; (ii) ensure Your compliance with this Agreement; (iii) comply with applicable law or the order of a court, law enforcement, or other administrative agency or governmental body; or (v) as otherwise set forth in this Agreement.

3.2.6 You agree that in connection with the Services, We may send You text (SMS), push alerts, and e-mail communications.

4. Use of Rental-Vehicles

4.1 By renting the Rental -Vehicle using the Ananab App, You agree to rent the Rental -Vehicle on a pay-as-you-go ("Daily") or a pre-paid package ("pre-Paid Pass"), subject to the provisions of this Agreement and the Fee Schedule in effect during the rental time.

4.2 When you pick up the Rental-Vehicle and begin driving, you indicate and warrant that you have read and understood the following:

4.2.1 The relevant traffic rules and regulations; **4.2.2** the Annex A Driving Rules; **4.2.3** the applicable terms and conditions for You in the nation; and **4.2.5** the eligibility requirements specified in Sections 3.1 and certify that they are satisfied

4.3 By renting a vehicle, you agree to and undertake the following:

4.3.1 that the Rental-Vehicle, as well as any equipment attached to it, is Our property at all times, and that You will not dismantle, modify, repair, vandalise, or deface the Rental-Vehicle, or any equipment attached to it, in any manner;

4.3.2 To operate the Rental-Vehicle in accordance with this Agreement, including the driving rules, any instructions, manuals, or guidance presented on the Ananab App, and the terms and restrictions for Your use in the nation;

4.3.3 Not to let anybody else use the Rental-Vehicle you obtained;

4.3.4 To assume full responsibility for the Rental -Vehicle during the rental period and to return the Rental -Vehicle to a permitted parking area in the same condition as when it was rented, in accordance with Local Laws, the type of Rental -Vehicle, and the parking instructions specified in the App ("Permitted Parking Area"). You will be charged a price equal to the cost of repair if the Rental Vehicles is returned damaged or in a state of disrepair, as described in Section 5.4.2.

4.4 You shall immediately notify Us of any accident, collision, damage, personal injury, stolen or lost Rental-Vehicle in line with Section 10.1. You must make a report with the local police station within 24 hours if the occurrence includes personal injury, property damage, or a stolen Rental-Vehicle.

5. Payment and Fees

5.1 If available, you may utilise our Services using a Basic Pass or a Post-Paid Pass. Fees for using the Rental-Vehicle and Services will be charged in line with Our Fee Schedule and the kind of Rental-Vehicle. The Rental-Vehicle session begins when You click "Rent" and ends when You click "Finish my rent" (or the similar button(s) on the App). Taxes and other local government charges may be applied to our fees and other charges, which We may charge and collect.

5.2 You may be able to acquire Services using a Pre-Paid Pass in specific Service Areas. The terms and pricing conditions that apply to a Post-Paid Pass will be presented in the App and will contain an explanation of the Post-Paid Pass limits. You must read and agree with these terms and conditions before purchasing a Post-Paid Pass. A daily time restriction, a number of rentals, or a daily drive limit are all examples of limitations. Promotional offers, prizes, or other discounts cannot be combined with Post-Paid Passes. The availability of Services is not guaranteed by purchasing a Pre-Paid Pass. Post-Paid Passes will expire on the date mentioned in the appropriate terms and pricing conditions at the time of purchase.

5.3 You have the legal right to cancel a Post-Paid Pass within 14 days of purchase without giving any explanation. If you want to cancel a Post-Paid Pass, you can do so by

notifying us in accordance with Section 10.1 and either using the model withdrawal form supplied in Annex B or (ii) making any other unequivocal declaration setting out Your decision to cancel a Post-Paid Pass.

5.4 You voluntarily relinquish your right to withdrawal if you activate the Pre-Paid Pass within the 14-day withdrawal period after acquiring the Pre-Paid Pass (which means that You actively request that Services begin to be given as of this date and before the withdrawal period expires). You will be entitled to a pro-rata refund if you exercise your right to withdraw during the 14-day period in line with the above-mentioned terms, subject to the restrictions of the Pre-Paid Pass that you have purchased and used until termination.

5.5 We reserve the right to provide promotional discounts or codes that are subject to additional terms determined on a per-promotional-code basis ("Promo Codes"). We retain the right, at our sole and absolute discretion, to change or revoke Promo Codes at any moment. If We have reason to think that the use or redemption of the Promo Code(s) was in mistake, fraudulent, unlawful, or in violation of the applicable Promo Code conditions of this Agreement, we may suspend or terminate the Promo Code(s) and Your use of the App at any time.

5.6 If Your Account unlocked the Rental Vehicles

5.6.1 If parked outside the Permitted Parking Area, we may charge You a pick-up fee of up to ksh.20,000 at Our sole discretion.

5.6.2 Looks to be damaged beyond normal wear and tear, is in disrepair or has been vandalised, we may charge You a price equal to the cost of repair or replacement of the Rental Vehicles and equipment, at Our sole discretion

5.6.3 If abandoned without warning, you will be liable for all payments until the Rental Vehicles are recovered, as well as a search fee and a maximum driving price set in the App based on the time it takes to retrieve the Rental Vehicles;

5.6.4 Is not recovered or returned (i.e., the drive is completed and the Rental Vehicles are parked) within 48 hours, we may consider the Rental Vehicles lost or stolen, in which case We may charge per Rental Vehicle and file a police report against You.

5.7 You agree to pay any fines, fees, penalties, and/or other charges incurred by Us as a result of Your use of any Rental Vehicles, your improper parking of any Rental Vehicles (e.g., outside of a Permitted Parking Area), or Your violation of any law, rule, regulation, or ordinance while using the Services.

5.8 Your Elected Payment Method will be debited for any monies due and payable to Us. If these methods of payment fail, further collection actions may be used. If You do not pay sums owing to Us when they are due, you agree to cover all of Our collection costs, including reasonable legal fees.

5.9 You can pay for the Services using Your Elected Payment Method, which must be activated inside the App before you can use it. You authorise Us to charge any fees and charges incurred by You according to this Agreement to Your Elected Payment Method connected to Your Account. Such fees and charges may be subject to applicable taxes, which We may collect and charge.

5.10 We and our contractors support in-App Payment, offer help, and handle in-App Payment disputes. You shall inform Us in accordance with Section 10.1 within 10 Business Days if You dispute any transactions charged to Your Elected Payment Method by Us.

5.11 We may charge a service fee for credit and debit card payments that are applied to each order of the Services. Visa/Mastercard service costs are included in the service charge. The service fee amount is indicated in the App. Your bank may impose extra fees for using your credit or debit card that is not displayed in the App. Please be aware that once you reserve a Rental Vehicle, we will immediately pre-authorize a sum from your credit card to confirm payment availability.

5.12 You undertake to notify Us immediately of any changes to Your Elected Payment Method associated with Your Account that may affect Our ability to charge You in accordance with this Agreement.

6. Liability

6.1 You acknowledge and agree that Your use of the Services, Rental Vehicles, and related equipment is at Your own risk and that We are not liable for any consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, legal fees, or disbursements of any kind, whether foreseeable or unforeseeable, and whether known or unknown, that You or a third party may suffer as a result of Your use of the Services, Rental Vehicles, and related You completely comprehend the dangers by accepting that:

6.1.1 Driving Rental Vehicles entails a variety of apparent and less-obvious risks, dangers, and hazards that might result in harm or death to You or others, as well as property damage, and that such risks, dangers, and hazards cannot always be expected or avoided;

6.1.2 the Rental Vehicles is a machine that, even if properly maintained, may malfunction and cause damage; and

6.2 If Your use of any of the Services results in any injury or damage to another person or property, you will be responsible for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, legal fees, judgments, suits, or disbursements of any kind, whether foreseeable or unforeseeable, and whether known or unknown. If Your actions lead Us to pay third-party claims, You are fully liable for any costs incurred by Us in paying those third-party claims, and you agree to indemnify Us for all losses incurred by Us in paying such third-party claims.

6.3 We reserve the right to offer a liability insurance arrangement ("Insurance Cover") in some or all Service Areas to cover liability You incur in respect of injury to a third party or accidental damage to a third party's physical property arising from Your use of the Rental Vehicles, subject to the limitations and exceptions of the Insurance Cover. If You do not pay for the Insurance Cover, you understand and agree that You are responsible for any and all costs incurred by a third party as a result of Your actions, including, but not limited to, ambulance transportation, hospital stays, and medical treatment.

6.4 All Services are supplied "AS IS" and "AS AVAILABLE," particularly Rental Vehicles and related equipment. We exclude and disclaim any promises, conditions, warranties, or

terms of any type, whether explicit or implied or imposed by any relevant legislation, to the maximum extent permissible by law. We make no representations, warranties, or guarantees that the Services, Rental Vehicles, or related equipment will be in good working order or error-free, or that delays, omissions, interruptions, or inaccuracies will not occur in connection with any of the Services, Rental Vehicles, or related equipment. We specifically disclaim and make no explicit or implied claims, guarantees, endorsements, or assurances as to:

6.4.1 If the information on the Services (including any instructions in the App) is correct, comprehensive, sufficient, helpful, timely, or trustworthy;

6.4.2 If any Service flaws or mistakes will be remedied or corrected;

6.4.3 If the Services will be offered at a specific time or in a specific Service Area; and

6.4.4 If Your use of the Services in any Service Area is legal.

6.5 To the fullest extent permitted by law, all implicit representations and guarantees of any kind in respect to the Services are disclaimed. Nothing in this Agreement excludes, limits, or changes any implicit or statutory promise, warranty, term or condition, right or remedy, or right or remedy that cannot be lawfully excluded, limited, or changed.

6.6 If any guarantee, condition, warranty, or term is implied or imposed by any applicable law and cannot be excluded ("Non-Excludable Provision"), and We are unable to limit Your remedy for a breach of the Non-Excludable Provision, our liability for breach of the Non-Excludable Provision is limited exclusively (to the extent permitted by law) to Our option to:

6.6.1 In the case of goods, replacement or supply of equal goods, repair of goods, payment of the cost of replacing or acquiring equivalent goods, or payment of the cost of having the products repaired; or

6.6.2 In the case of services, the re-supply of services or payment of the cost of having the services re-supplied.

6.7 In no event shall Our total liability for any and all claims arising out of this Agreement, including those based on tort or other grounds, exceed KSH 500 or the amount paid to Us for the rental period during which the incident, accident, or event giving rise to the claim/s occurred, whichever is less.

6.8 Neither We nor You are responsible for damages, delays, or failures in performance caused by events beyond the reasonable control of the non-performing party, such as an act of God, earthquake, fire, flood, war, terrorism, civil, industrial, or military disturbances, sabotage, labour strike or lock-outs, pandemic, epidemic, riot, loss or malfunctioning of utilities or communication services.

6.9 To the fullest extent permissible by law, neither We nor any of Our affiliates, representatives, directors, or employees are liable for any loss or damage You may suffer as a consequence of this Agreement or your use of the App, including but not limited to:

6.9.1 Any property damage or monetary loss, whether direct or indirect;

6.9.2 Loss of profit or savings expected;

6.9.3 loss of business, contracts, contacts, goodwill, reputation, and any other damage resulting from a business disruption

6.9.4 Data loss or inaccuracy

6.9.5 Any other sort of harm or loss

7. Your Content

7.1 You agree that any text, photos, or other information You send to Us while using the Services ("Your Content") shall comply with the Rules of Acceptable Use outlined in Section 10 below.

7.2 We do not claim ownership of Your Content; you and any third parties whose content you put in Your Content retain ownership. You give Us a worldwide, non-exclusive, royalty-free, and permanent licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, licence, sub-license, and exploit Your Content to deliver the Services everywhere and in any manner (including, where applicable, allowing other users to view Your Content).

7.3 For any content controlled by a third party that You include in Your Content, You must guarantee that You are entitled to give Us the aforementioned licence.

7.4 Our right to utilise Your Content has no bearing on Your right to privacy. For more information on how we utilise Your personal information, please check our Privacy Policy.

7.5 We reserve the right to monitor any of Your Content and to reject, refuse, or delete any of Your Content that we believe violates the Acceptable Use Rules.

8. Rules of Acceptable Use

8.1 In addition to the other provisions of this Agreement, this part explains the regulations that govern Your use of the App ("Rules of Acceptable Use").

8.2 You must not do the following when using the App:

8.2.1 Bypass, deactivate, or otherwise tamper with any of the App's security features;

8.2.2 Allowing someone else to use the App on your behalf;

8.2.3 Use the App if it has been suspended or forbidden by Us;

8.2.4 Advocate, encourage, or indulge in any illegal or criminal activity, including conduct that harms or injures others;

8.2.5 Tampering with, interfering with, intercepting, disrupting, or hacking the App;

8.2.6 Misappropriate the App by deliberately adding viruses, Trojan horses, worms, logic bombs, or other material that might harm the App or any of its users;

8.2.7 Obtain any data from the App in any way that is not permitted by this Agreement;

8.2.8 Upload or contribute any of Your Content that is nudist or violent, or that is abusive, threatening, vulgar, deceptive, false, or objectionable;

8.2.9 Upload or donate any of Your Content that You do not own or have permission to use, or that otherwise infringes on third-party copyright, trademark, or other rights;

8.2.10 Use Your Content in contravention of the owner's licence conditions;

8.2.11 Without the authorization of that individual, submit or contribute any information or comments about that person;

8.2.12 Harass, disturb, humiliate, frighten, or irritate any other person, or threaten, abuse, or breach another's privacy, or create irritation, inconvenience, or unnecessary worry;

8.2.13 Use any automated system, including but not limited to "robots," "spiders," or "offline readers," to use the App in a way that sends more request messages to the App in the same amount of time than a person can reasonably create; or

8.2.14 Any other activity that is judged incompatible with the App's use.

8.3 Failure to follow the Acceptable Use Rules is a major violation of this Agreement, and may result in:

8.3.1 Your permission to use the App will be revoked immediately, either temporarily or permanently;

8.3.2 The removal of any of Your Content, whether temporarily or permanently;

8.3.3 Legal action against You, including procedures to recover all expenses incurred as a result of the breach (including, but not limited to, reasonable administrative and legal costs); and

8.3.4 We may provide information to law enforcement authorities if We believe it is essential.

9. Governing law

9.1 This Agreement is governed by and construed in conformity with Estonian law.

9.2 Your duties may be controlled by laws applicable in the Service Area, such as traffic and parking rules and regulations ("Local Laws"), and You agree to abide by any such Local Laws.

9.3 We and you irrevocably and unreservedly submit to the non-exclusive jurisdiction of Estonian courts and any courts with authority to hear appeals from those courts, and we waive any right to object to any actions initiated in such courts.

10. Miscellaneous

10.1 All notices and other communications relating to this Agreement or the Services should be sent via the App, emailed to info@ananab.co.ke or reported through the customer service methods available on Our website.

10.2 You agree that in Our sole and absolute discretion, we may transfer this Agreement and all incorporated agreements.

10.3 If the Global Terms of Service and the terms and conditions for Your relevant Service Area conflict or contradict each other, the Service Area terms and conditions will take precedence.

ANNEX A

General Driving Rules - Rental Vehicles

Chapter 1: Safety Checks

1.1 It is Your obligation to execute a thorough safety inspection before using the Rental Vehicles, which should include, but is not limited to: (a) good condition of the frame; (b) good condition of the wheels (i.e., that the wheels are not flat or obstructed by debris or mud); (c) safe operation of the brakes; (d) sufficient battery power; (e) testing that the Rental Vehicles' bell is working; (f) lights and reflectors are in good working condition if You intend to drive the Rental Vehicles during the hours of darkness; (g) Rental Vehicles are free of any sign of damage

1.2 Throughout the journey, you must ensure that the Rental Vehicles and their operation meet the foregoing safety criteria. You shall immediately cease driving the Rental Vehicles when it is safe to do so and tell Us in accordance with Section 10.1 of the Agreement if you find a breach of safety requirement(s) or observe any other potentially dangerous defect, condition, or threat at any point during the drive.

Chapter 2: Safety on the Road

2.1 You must always drive and operate the Rental Vehicles in a safe manner. When using, driving, or operating the Rental Vehicles, You must: (a) obey all applicable traffic laws and regulations; (c) wear the appropriate safety equipment as recommended and required by the above laws, regulations, and instructions, and which is reasonably required to reduce the risk of personal injury (such as proper shoes); and (d) not drive the Rental Vehicles while under the influence of alcohol, drugs, medication, or other substances that may impair Your ability to drive safely (such as proper shoes). (e) obey the speed limit and adjust your speed to the circumstances, taking into account Your driving experience, road conditions, the state of the road and the Rental Vehicles, weather conditions, traffic density, and other traffic conditions, so that You can stop the Rental Vehicles without hitting any obstacle that is or can reasonably be expected to be on the road. (h) not use the Rental Vehicles for racing, stunt, or trick driving; (f) not use any mobile phone, tablet, laptop, text messaging device, music player, or other devices that may distract You from safely driving the Rental Vehicles; (j) not driving the Rental Vehicles against the flow of traffic; (k) not driving the Rental Vehicles on routes designated solely for pedestrians; (l) not driving beyond the App-defined permissible driving perimeter; (m) not drive in inclement or hazardous weather or on unsafe roads

3 parking spaces

3.1 You must: (a) not park the Rental Vehicles in a manner that may violate any applicable Local Laws; (b) not obstruct the road, impede traffic, or overcrowd the sidewalks; (c) park the Rental Vehicles visibly and in a standing position so that other users can also enjoy the use of the Rental Vehicles; (d) follow the parking instructions displayed in the App and, if applicable, park the Rental Vehicles in the designated Permitted Parking Area; (e)

ANNEX B

Model withdrawal form

I am giving notice that I am terminating my contract for the following service: the purchase of a Pre-Paid Pass for use of the Services.

It was ordered on: [to be filled out by the customer]

Consumer(s) name(s): [should be filled out by the consumer]

Customer(s)' address(es): [should be filled out by the consumer]

Consumer(s) signature(s) (only if this form is sent by mail)

Date: [to be completed by consumer]