CODE YETU TERMS AND CONDITIONS OF USE

1. About the Platform

1.1. Welcome to CODE YETU (the digital referral platform). The Platform provides you with an opportunity to earn rewards from brands that have been listed on the Platform. The Platform provides this service by way of granting you access to rewards content on the Platform (the 'Listed Offers/brands/rewards’).

1.2. The Platform is operated by Afrolytix Limited registered in the Republic of Kenya (PVT-MKUG3V5). Access to and use of the Platform, or any of its associated Listed Offers/brands/rewards provided by Afrolytix Limited. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Platform, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Platform, or any of its Listed Offers/brands/rewards, immediately.

1.3. Afrolytix Limited reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Afrolytix Limited updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by using or browsing the Platform. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Afrolytix Limited in the user interface.

3. Registration to use the Listed Offers/brands/rewards

3.1. In order to access the Listed Offers/brands/rewards, you must first register as a user of the Platform. As part of the registration process, or as part of your continued

use of the Listed Offers/brands/rewards, you may be required to provide personal

information about yourself (such as identification or contact details), including:

(a) Email address

(b) Preferred username

(c) Telephone number

(d) Password

3.2. You warrant that any information you give to Afrolytix Limited in the course of

completing the registration process will always be accurate, correct and up to date.

3.3. Once you have completed the registration process, you will be a registered member of the Platform ('Member') and agree to be bound by the Terms. As a Member you will be granted immediate access to the Listed Offers/brands/rewards.

3.4. You may not use the Listed Offers/brands/rewards and may not accept the Terms if:

(a) you are not of legal age to form a binding contract with Afrolytix Limited; or

(b) you are a person barred from receiving the Listed Offers/brands/rewards under the laws of Kenya or other countries including the country in which you are resident or from which you use the Listed Offers/brands/rewards.

4. Your obligations as a Member

4.1. As a Member, you agree to comply with the following:

You will use the Listed Offers/brands/rewards only for purposes that are permitted by:

(a) the Terms;

(b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

(c) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation and access restriction to our services;

(d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Afrolytix Limited of any unauthorised use of your password or email address or any breach of security of which you have become aware;

(e) access and use of the Platform is limited, non-transferable and allows for the sole use of the Platform by you for the purposes of Afrolytix Limited providing the Listed Offers/brands/rewards;

(f) you will not use the Listed Offers/brands/rewards or Platform for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Platform;

(g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Platform without notice and may result in termination of the Listed Offers/brands/rewards. Appropriate legal action will be taken by Afrolytix Limited for any illegal or unauthorised use of the Platform; and

(h) you acknowledge and agree that any automated use of the Platform or its Listed Offers/brands/rewards is prohibited.

5. Listed Offers/brands/rewards and Returns Policy

5.1. By ordering the Listed Offers/brands/rewards through the Platform, you will agree to the product price as listed on the Platform.

5.2. All offers/brands/rewards listed on the platform are offers/brands/rewards of the following third party providers: Fast Moving Consumer Goods (FMCG) Distributors/Wholesalers, Financial Institutions, Insurance Companies and Logistics Companies (the 'Code Yetu Partners') In using the Listed Offers/brands/rewards, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Code Yetu Partners.

5.3. Following the purchase of the listed offers/brands/rewards and confirmation by Afrolytix Limited, you will be issued with an electronic receipt to confirm that the redemption has been received and Afrolytix Limited may record your details for future use.

6. Warranty

6.1. Afrolytix Limited's Product Listings come with guarantees that cannot be excluded under the Kenyan Consumer Law. You are entitled to a replacement or refund for a major failure of the Product. You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure (the 'Warranty').

6.2. You may make a claim under this clause (the 'Warranty Claim') for material defects and workmanship of the product within active lifetime of the product from the date it was made available (the 'Warranty Period').

6.3. In order to make a Warranty Claim during the Warranty Period, you must provide proof of Product to Afrolytix Limited showing the date of product purchase, provide a description of the Product and the redemption price claimed for the Offers/brands/rewards by sending written notice to Afrolytix Limited, P.O.Box 246 00200 Nairobi at Nairobi Garage, 8th Floor, Pinetree Plaza,

Kaburu Drive Off Ngong Rd or by email at info@afrolytix.com.

6.4. Where the Warranty Claim is accepted then Afrolytix Limited will, at its sole discretion, either repair or replace any defective Product or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to you for parts or labour. You acknowledge and agree that you will be solely liable for any postage or shipping costs incurred in facilitating the Warranty Claim.

6.5. The Warranty shall be the sole and exclusive warranty granted by Afrolytix Limited and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the listed offers/brands/rewards to which this warranty relates.

6.6. All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.

6.7. The Warranty does not apply to any appearance of the supplied Offers/brands/rewards nor to the additional excluded items set forth below nor to any supplied Offers/brands/rewards where the exterior of which has been subjected to misuse, abnormal service, or which has been altered or modified in design or construction.

7. Copyright and Intellectual Property

7.1. The Platform, listed offers/brands/rewards and all of the related offers/brands/rewards of Afrolytix Limited are subject to copyright. The material on the Platform is protected by copyright under the laws of Kenya and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Platform (including text, graphics, logos, button icons, video images, audio clips and software) (the 'Content') are owned or controlled for these purposes, and are reserved by Afrolytix Limited or its contributors.

7.2. Afrolytix Limited retains all rights, title and interest in and to the Platform and all related content. Nothing you do on or in relation to the Platform will transfer to you:

(a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Afrolytix Limited; or

(b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or

(c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

7.3. You may not, without the prior written permission of Afrolytix Limited and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party contact for any purpose. This prohibition does not extend to materials on the Platform, which are freely available for re-use or are in the public domain.

8. Privacy

Afrolytix Limited takes your privacy seriously and any information provided through your

use of the Platform and/or the Listed Offers/brands/rewards are subject to Afrolytix Limited's Privacy Policy, which is available on the Platform.

9. General Disclaimer

9.1. You acknowledge that Afrolytix Limited does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Listed Offers/brands/rewards other than provided for pursuant to these Terms.

9.2. Afrolytix Limited will make every effort to ensure a Product is accurately depicted on the Platform, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Platform.

9.3. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Kenyan Consumer Law (or any liability under them) which by law may not be limited or excluded.

9.4. Subject to this clause, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and

(b) Afrolytix Limited we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Listed Offers/brands/rewards or these Terms (including as a result of not being able to use the Listed Offers/brands/rewards or the late supply of the Listed Offers/brands/rewards), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

9.5. Use of the Platform, the Listed Offers/brands/rewards, and any of the Offers/brands/rewards of Afrolytix Limited is at your own risk. Everything on the Platform, the Financial Offers/brands/rewards, and any Physical Product of Afrolytix Limited, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Afrolytix Limited make any express or implied representation or warranty about its Content or any Offers/brands/rewards or Financial Offers/brands/rewards (including the Offers/brands/rewards or Listed Offers/brands/rewards of Afrolytix Limited) referred to on the Platform. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorized access to records;

(b) the accuracy, suitability or currency of any information on the Platform, the Product Listing Service, or any of its Content Related Offers/brands/rewards (including third party material and advertisements on the Platform);

(c) costs incurred as a result of you using the Platform, the Financial Offers/brands/rewards or any of the Listed Offers/brands/rewards;

(d) the Content or operation in respect to links which are provided for the User's convenience;

(e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Platform; or

(f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

10. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Afrolytix Limited. Competitors are not permitted to use or access any information or content on our Platform. If you breach this provision, Afrolytix Limited will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

11. Limitation of Liability

11.1. Afrolytix Limited's total liability arising out of or in connection with the Listed Offers/brands/rewards or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent product value paid by you under these Terms or where you have not paid for the product, then the total liability of Afrolytix Limited is the resupply of information or Listed Offers/brands/rewards to you.

11.2. You expressly understand and agree that Afrolytix Limited, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

11.3. Afrolytix Limited is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Platform or in connection with the Listed Offers/brands/rewards, whether posted or caused by users of the Platform of Afrolytix Limited, by third parties or by any of the Financial Offers/brands/rewards offered by Afrolytix Limited.

12. Termination of Contract

12.1. The Terms will continue to apply until terminated by either you or by Afrolytix Limited as set out below.

12.2. If you want to terminate the Terms, you may do so by: Your notice should be sent, in writing, to Afrolytix Limited via the 'Contact Us' link on our homepage.

(a) notifying Afrolytix Limited at any time; and

(b) closing your accounts for all of the Listed Offers/brands/rewards which you use, where Afrolytix Limited has made this option available to you.

12.3. Afrolytix Limited may at any time, terminate the Terms with you if:

(a) you have breached any provision of the Terms or intend to breach any provision;

(b) Afrolytix Limited is required to do so by law;

(c) the partner with whom Afrolytix Limited offered the Listed Offers/brands/rewards to you has terminated its relationship with Afrolytix Limited or ceased to offer the Listed Offers/brands/rewards to you;

(d) Afrolytix Limited is transitioning to no longer providing the Financial Offers/brands/rewards to Users in the country in which you are resident or from which you use the service; or

(e) the provision of the Listed Offers/brands/rewards to you by Afrolytix Limited is, in the

opinion of Afrolytix Limited, no longer commercially viable.

12.4. Subject to local applicable laws, Afrolytix Limited reserves the right to discontinue or cancel your membership to the Platform at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Platform or the Listed Offers/brands/rewards without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Afrolytix Limited's name or reputation or violates the rights of those of another party.

12.5. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Afrolytix Limited have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

13. Indemnity

13.1. You agree to indemnify Afrolytix Limited, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

(a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Platform;

(b) any direct or indirect consequences of you accessing, using or transacting on the Platform or attempts to do so and any breach by you or your agents of these Terms; and/or

(c) any breach of the Terms.

14. Dispute Resolution

14.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

14.2. Notice:

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

14.3. Resolution:

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

(a) Within 30 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Chartered Institute of Arbitration or his or her nominee;

(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(d) The mediation will be held in The Chartered Institute of Arbitration Kenya offices or any other appointed location within Kenya.

14.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

14.5. Termination of Mediation:

If 30 have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

15. Venue and Jurisdiction

The Listed Offers/brands/rewards offered by Afrolytix Limited is intended to be viewed by residents of Kenya. In the event of any dispute arising out of or in relation to the Platform, you agree that the exclusive venue for resolving any dispute shall be in the courts of The Republic of Kenya.

16. Governing Law

The Terms are governed by the laws of Kenya. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating

to the Terms and the rights created hereby shall be governed, interpreted and construed

by, under and pursuant to the laws of Kenya, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

17. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent

jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.