

IREN GROWTHPAD TERMS AND CONDITIONS

CUSTOMER

The following terms and conditions apply to the use of the IREN Growthpad Customer Application (“the App”) and by using the App you will be deemed to have read, understood and accepted these Terms and Conditions.

1 The App and Availability

1.1 The IREN Growthpad customer application is an application that connects customers to service providers operating in Kenya in one centralized location.

1.2 The App is available for customers who utilize android and iPhone devices and are amongst the IREN Growthpad customer database.

1.3 The App is available for use

2 How to Access and Use the App

2.1 Buy or be a user of an android and iPhone enabled handset or tablet.

2.2 Download the App, by going to Google Play Store or App store and searching for ‘the IREN Growthpad App’.

2.3 Install the App on your handset or tablet. Data charges will apply for installation of the App.

2.4 Once you have installed the App, launch the App by entering your MSISDN, email, gender and clicking sign up.

2.5 Once you have logged in you will be requested to accept the Terms and Conditions and the App will launch the home page.

2.6 You can then select the category of service from the drop down menu and select the desired service.

2.7 Once you have utilized the App you can log out of the App.

3 Other Terms and Conditions

3.1 Should you require any assistance in accessing or using the App, kindly get in touch with our customer care team through the telephone number [+254 98 802 824] or, you can also reach us via e-mail on [growthpad@irenkenya.com] or you can chat us on the application

3.2 Save as modified above, these Terms and Conditions are supplemental to the IREN Growthpad privacy policy.

3.3 IREN Growthpad reserves the right to modify, vary, amend or withdraw this App and the Terms and Conditions. Such changes will be communicated through the media, website or any other appropriate avenue as may be determined

3.4 These Terms and Conditions are available on <http://growthpad.irenkenya.com>

4. Indemnity

4.1 You irrevocably agree to indemnify us and any of our third party providers (together "indemnified persons") fully against and to hold the indemnified persons harmless on demand from all losses, costs, proceedings, damages, expenses (including reasonable legal costs and expenses) or liabilities howsoever incurred by the indemnified persons as a result of any claim by a third party resulting from your use of the App in breach or non-observance of these terms.

4.2. We shall notify you of any claim that we or any of the other indemnified persons receives and you hereby agree to provide us and/or any of the indemnified persons with full authority to defend or settle such claims and shall provide us and/or any of the indemnified persons with all reasonable assistance necessary to defend such claims, at your sole expense.

5. Payments

5.1 You understand that use of the app may result in charges to you for the services or goods you receive from a Third Party Provider ("Charges"). Charges may include other applicable fees such as transaction fees and will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by IREN Growthpad. All Charges are due immediately and payment will be facilitated by third part preferred payment method designated in their Account.

6. Liability

We shall not be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or tort, including without limitation to the foregoing any losses in relation to:

- (i) Your use of, reliance upon or inability to use our App;
- (ii) The deletion with or without notice or cause of any of your data or information stored on the App;
- (iii) Any loss of your data or material resulting from delays, non-deliveries, missed deliveries, service interruptions or a failure, suspension or withdrawal of all or part of the App at any time;
- (iv) The removal from the App of any material sent or posted by you on or via the App and/or the blocking or suspension of your access to the App or any part of it in accordance with these terms.

7. Arbitration

Where a conflict arises between the User and service provider regarding use of the App, the parties shall resolve the same through Arbitration before any other dispute resolution mechanisms are explored.

8. Effective Date

15th April 2019

IREN GROWTHPAD TERMS AND CONDITIONS

SERVICE PROVIDER

The following terms and conditions apply to the use of the IREN Growthpad Service Provider Application (“the App”) and by using the App you will be deemed to have read, understood and accepted these Terms and Conditions.

1 The App and Availability

1.1 The IREN Growthpad service application is an application that connects service providers to customers online.

1.2 The App is available to service providers who utilize android and iPhone devices and are amongst the IREN Growthpad Service Provider database.

1.3 The App is available to use

2 How to Access and Use the App

2.1 Download and fill in the service provider application form online accessible on <http://growthpad.irenkenya.com>

2.2 Submit the service provider application form online on <http://growthpad.irenkenya.com>

2.3 All applications will be vetted within a duration of [14] working days.

2.4 On successful vetting you will be notified via SMS so that you can download the App from the Google play store or App Store.

2.5 Once you have installed the App, launch the App by entering your username, email and click log in

2.7 Once you have logged in you will be requested to accept the Terms and Conditions and the App will launch the home page.

2.8 You can then add your service inventory and be able to receive and completed requested orders.

2.9 Once you have utilized the App you can log out of the App.

3 Other Terms and Conditions

3.1 Should you require any assistance in accessing or using the App, kindly get in touch with our customer care team through the telephone number [+254 98 802 824] or, you can also reach us via e-mail on [growthpad@irenkenya.com] or you can chat us on the application

3.2 Save as modified above, these Terms and Conditions are supplemental to the IREN Growthpad privacy policy.

3.3 IREN Growthpad reserves the right to modify, vary, amend or withdraw this App and the Terms and Conditions. Such changes will be communicated through the media, website or any other appropriate avenue as may be determined.

3.4 These Terms and Conditions are available on <http://growthpad.irenkenya.com>

4. Intellectual Property Rights

The service provider retains all Intellectual Property Rights in all material, including logos and other graphics and multimedia works published on or via the app.

5. Payments

5.1 You understand that use of the app may result in charges (credits) to you for using the app. Charges are inclusive of applicable taxes where required by law. All Charges are on prepaid mode and payment will be done using the payment method designated in your Account, after which IREN Growthpad will send you a receipt by email.

5.2 Unused charges (credits) paid by you are refundable at end of month at your request.

6. Changes to the Business portal on the App

From time to time we may make changes to the website (including, but not limited to, introducing new features, removing existing features, increasing Security Procedures). You may also need to agree to new terms if you want to continue to use the Access Channels.

7. Waiver, Severability and Assignment.

a. Our failure to enforce any provision of these terms and conditions is not a waiver of our right to do so later.

b. If any provision of these terms and conditions is found unenforceable, the remaining provisions will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

c. You may not assign any of your rights under these terms and conditions, and any such attempt will be void. We may assign our rights under these terms and conditions.

8. Assignment

a. IREN Growthpad may assign any right or obligation herein without the prior written consent of the Client.

b. The User may not assign any right or obligation herein, by operation of law or otherwise, without the prior written consent of IREN Growthpad.

9. Governing Law

These terms and conditions will be governed by, construed and enforced in accordance with laws of the Republic of Kenya.

10. Amendment

We amend these terms and conditions from time to time. Every time you wish to use the Access Channels, please check these terms to ensure you understand the terms that apply at that time.

11. Suspension and Termination

IREN Growthpad reserves the right to suspend or withdraw or restrict the availability of all or any part of the App and the website, until further notice, with immediate effect if or when it becomes evident that the same is being misused by the user.

12. Effective date

15th April 2019