

Title: Terms of use

Version: Draft 2

Dated: 01-04-2021

Hal Capital Limited (Company No. PVT-GYUGP65), a company incorporated in and under the laws of Kenya and having its registered address at Eureka Towers, Kikuyu Main Road P.O. Box 100778-00101 Kiambu (hereinafter referred to as "Hal", "Company", "Us" or "We" which expressions shall, where the context so admits, include its successors and assigns). The Company is the owner of the Hal Application and website 'Hal Capital' (hereinafter collectively referred to as the "Platform").

As a user ("User") of this Platform, the User understands that Hal provides access to the Users to various financial products, including but not limited to, personal/consumer financing, trade credit, insurance/takaful products etc., offered by Hal to facilitate lending and borrowing activities (and or offering from Hal's partner network. It is hereby clarified that the term "Users" or "You" used under these Terms & Conditions shall mean any person accessing the Platform merely for browsing or for the purpose of availing product offered by Hal and or the financial partners of Hal. This document/agreement/understanding is an electronic record in terms of The Evidence Act, Cap 80 Laws of Kenya, and is generated by a computer system and does not require any physical or digital signatures. Your use of this Platform implies that You have read, understood and agreed to abide by following, disclaimer, terms & conditions ("Terms & Conditions"). These Terms & Conditions together with our privacy policy as provided on the Platform ("Privacy Policy") govern your usage of the Platform. If You disagree with any part of these Terms & Conditions, please do not use the Platform.

Hal reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms & Conditions without prior notice, and your continued access or use of the Mobile App/Mobile Site signifies your acceptance of the updated or modified Terms & Conditions. If you object to these Terms & Conditions or any subsequent modifications to these Terms & Conditions or become dissatisfied with the Platform in any way, your only recourse is to immediately terminate use of the same without any liability to Hal.

1. General

The Platform provides the Users access to various financial products offered by Hal and or the financial partners of Hal. Hal is a company registered under the Companies Act (2015) of Kenya and engages in activities relating to digital lending or borrowing in compliance of all existing laws and regulations governing the digital lending sector.

In the event You wish to avail any of the products displayed on the Platform, You will be required to provide certain information and if required our representatives will contact You through phone/email (or any electronic communications) or visit you to understand your requirements.

2. Eligibility

The User of this Platform unequivocally declares and agrees that the User is a natural / legal person who has attained the age of majority, being at least eighteen (18) years and is thus legally allowed to enter into a contract in Kenya. The User is allowed to utilize the Services of Hal in accordance with the terms and conditions detailed under these Terms & Conditions. If the User violates any of these Terms & Conditions, or otherwise violates an agreement entered into through the medium of the Platform, Hal may terminate the User's registration, delete his/her profile and any content or information posted online by the User on the Platform and / or prohibit the User from using or accessing the Platform at any time in its sole discretion, with or without notice, including without limitation if Hal determines that the User is under the age of 18 years.

3. Your Hal Account

If You wish to use the Platform, You are required to maintain a Hal account and will be required to furnish certain information and details, including Your name, age, address, business name, email id, contact number and any other information deemed necessary by Hal. You are responsible for maintaining the confidentiality and security of Your account, password, activities that occur in or through Your account and for restricting access to Your computer to prevent unauthorized access to Your account. You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform Us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details You provide Us with are true, correct, accurate and complete. Upon Hal gaining knowledge of having any reasonable suspicion that the information provided by You is wrong, inaccurate or incorrect, Hal shall immediately terminate Your account without any notice to You in this regard. In the event of any changes to the information shared by You at the time of registering Yourself on the Platform, You shall be responsible for forthwith notifying the said changes to Us. You can access and update most of the information You provided Us on the 'dashboard' area of the Your account after You log-in or by writing to us at info@halcapital.org. The right to use this Platform is personal to the User and is not transferable to any other person or entity.

4. Privacy

Hal collects certain information from You in order to provide the Services. Hal's use of Your personal information is governed in accordance with the Privacy Policy located at <https://www.halcapital.org>.

For the provision of the Services, Hal will be using and sharing the information of the User with multiple financial institutions and other parties, as may be required for the purpose mentioned above and Hal shall also run multiple checks to be able to determine the best available offers to suit the needs of the Users. The collection, storing, use and transfer of information shared by You shall be governed in accordance with the Privacy Policy.

You confirm that all information given to Hal (whether in Hal's online form or otherwise) is true, correct and not misleading. You agree to provide any additional documents to Hal as may be required from time to time.

5. License and Site Access

Hal grants You a limited, revocable, personal, non-assignable license to access and use the Platform for availing the Services, but not to download any material from it (other than page caching) or modify it, or any portion of it. Any unauthorized access to the Platform or any networks, servers or computer systems connected to the Platform and any attempt to modify, adapt, translate or reverse engineer any part of the Platform or re-format or frame any portion of the pages of the Platform is not permitted. This license is non-transferable and does not permit any resale or commercial use of this Platform or its contents; any downloading or copying of account information for the benefit of anyone other than Your authorized use; or any use of data mining, robots, or similar data gathering and extraction tools. This Platform or any portion of this Platform (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose. Any unauthorized use of the Platform shall terminate the permission or revoke the license granted by Hal.

Hal shall at all times have the right to monitor your activities on your account and Platform and shall have the right to terminate your account and the Services in the event of any unauthorized use.

6. Service Termination

Hal reserves the right to terminate the Services and your use of the Platform at any time without giving notice of termination to You and without any liability towards you. Upon termination, (a) the rights and licenses granted to You in these Terms & Conditions will terminate; and (b) User must stop using the Platform.

7. Limitation of Liability

Notwithstanding anything to the contrary contained under these Terms & Conditions, neither Hal nor its affiliated companies, subsidiaries, officers, directors, employees or any related party shall have any liability to You or to any third party for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or relating to these Terms & Conditions. To the maximum extent permitted by law, You waive, release, discharge and hold harmless Hal, its affiliated and subsidiary companies, and each of its directors, officers, employees, and agents, from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of Your use of the Platform.

8. Disclaimer

Hal does not make any representations or warranties on behalf of the financial service providers, banks or NBFCs partnered with Hal, FMCG Supply Chain providers with respect to the services or products provided by such partners. Hal shall be responsible only to the extent of providing the Services and all liabilities and

obligations with respect to the financial products provided by Hal and shall be governed by the separate agreement executed between Hal and the Users.

Hal makes no representations or warranties about the accuracy, reliability, completeness, current-ness and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Platform or that the operation of the Platform will be error free and/or uninterrupted or that the error will be rectified. The Service is provided on an "as is" and "as available" basis. Hal expressly disclaims all warranties of any kind as to the Service and all information, products and other content (including that of third parties) included in or accessible from the Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose.

Further, Hal makes no warranties that:

- the Service will meet Your requirements;
- the results that may be obtained from the use of the Service will be accurate or useful,
- the quality of any products, services, information, or other material purchased or obtained by You through the Service will meet Your expectations.

You are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by You from Hal through or from the Service will create any warranty not expressly stated in these Terms & Conditions.

This limitation of liability clause shall prevail over any conflicting or inconsistent provision contained in any of the documents / content comprising this Terms & Conditions. It is up to You to take precautions to ensure that whatever You select for Your use is free of such items as viruses, worms, malware, Trojan horses and other items of a destructive nature.

9. Indemnity

You agree to indemnify, save, and hold Hal, its affiliates, contractors, employees, officers, directors, agents and its third party associates, licensors, and partners harmless from any and all claims, demands, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Your use or misuse of the Services or of the Platform, any violation by You of these Terms & Conditions, or any breach of the representations, warranties, and covenants made by You during the creation of Your account or Your infringement of any intellectual property or other right of any person or entity, or as a result of any threatening, libellous, obscene, harassing or offensive material posted/ transmitted by You on the Platform. Hal reserves the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify Hal, including rights to settle, and You agree to cooperate with Hal's defense and settlement of these claims.

10. Advertisers/ Third Party Links on the Website

Hal accepts no responsibility for advertisements contained within the Platform. Hal has no control over and accepts no responsibility for the content of any website or mobile application to which a link on the Platform exists. Such linked websites and mobile applications are provided "as is" for User's convenience only with no warranty, express or implied, for the information provided therein. Hal does not provide any endorsement or recommendation of any third party website or mobile application to which the Platform provides a link, You are requested to verify the said third party sources independently and ant your own risk. Your use of the said Third Party Websites and Links may be subject to addition terms and conditions and privacy policy, You are advised to review the same before commencing any such usage.

11. Acknowledgements

You acknowledge that Hal is microfinance company and provides its technological and analytical services relating to facilitation of financial services to the Users. You acknowledge that the use of the financial products is entirely based on the negotiations between You and Hal and any financial partners, and or its affiliates, contractors, employees, officers, directors, agents and its third-party associates or licensors do not have any liabilities with respect to any financial products or assistance procured or intended to be procured by a User. You acknowledge that Hal will not be responsible for any claim or damage in case of use of the financial products by You. Hal in no manner warrants or guarantees the performance of a service provider/financial partner that is offering the various financial products or services on the Platform.

12. Governing Laws

Your use of the Platform and the terms contained herein, including the Privacy Policy, is governed by the laws of Kenya. Courts of Kenya shall have the exclusive jurisdiction to resolve any disputes that arise pursuant to Your use of the Platform.