

Terms of Use

This terms of service contains an arbitration agreement, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration. Under the arbitration agreement, (1) you will only be permitted to pursue claims against company on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1.0 PRODUCT

Charity Wave Fundraising is a mobile fundraising product developed, operated and owned by Appnomu Business Services, a limited liability company incorporated in Uganda and a neutral content provider of mobile alerts, Fundraising applications and related services . The Company is not a financial institution and does not accept deposits. Charity Wave Fundraising, a Mobile based and Online application, enables users to fundraise easily and efficiently in a transparent manner.

Please read this document carefully before accessing or using Charity Wave Fundraising.

2.0 DEFINITIONS

In this Agreement, the following terms and expressions shall, unless the context otherwise requires, have the following meanings:

“Account” means a Customer's virtual Charity Wave Fundraising Account being the record maintained by the Company of the amount of E-Value held by the Customer and represented by an equivalent amount of cash less fees and charges held by the Company's Fundraising Account on the Customer's behalf. “Agreement” means these Terms of Use or its amendments thereof from time to time.

“Balance” means the amount of E-Value from time to time standing to the credit of your Account. “Customer” means you and every other person who is using the Charity Wave Fundraising service.

“E-Value” means the electronic value recorded in a Customer's Account, such electronic value representing that Customer's entitlement to an equivalent amount of the cash amount held in the Fundraising Account.

“Fees” means the Transaction Fees and other charges payable under this Agreement for the Charity Wave.

“Fundraising” means campaigns for raising money from people or contribution and donation of money by people or groups of people for various causes or kitties.

“Mobile Phone” means your mobile phone handset or mobile device.

“MSISDN” means the Mobile Subscriber Integrated Services Digital Network Number or the identification number of your SIM card as allocated by MTN, Safaricom, Airtel Networks, Equitel, or any other mobile operators which may have entered into arrangements with us for provision of the Service.

“Network Service Provider” or “Service Provider” means MTN, Safaricom or Airtel Networks, Equitel, or any other mobile operator which may have entered into arrangements with us for provision of the Service.

“Fundraising Account” means where you decide to use your own Fundraising account as may be assigned to you Charity Wave.

“Payments” means money or monies paid to your account as a contribution or donation towards the Fundraising.

“SMS” means a Short Message Service consisting of a text message transmitted from one mobile subscriber network to another.

“Trust Account” means the commercial bank account maintained by the Company into which all Payments are made and held by the Company on behalf of Customers. “we” or “us” or “our” or “Company” or “Charity Wave Fundraising” means Charity Wave Limited Uganda. “you” or “your” means the Customer.

3.0 TERMS AND CONDITIONS

3.1 USE OF Charity Wave Fundraising

This Terms of Use governs the use by you of Charity Wave Fundraising, the acceptance of which constitutes a binding contract between yourself and the Company. You acknowledge that your use of the Charity Wave Fundraising Service is at free will and you have not been coerced or compelled to use this Service howsoever. You agree to abide by these Terms of Use with respect to the use of Charity Wave Fundraising and such other products and services such as PAYPAL, FlutterWave, Stripe, Mobile Money Telecoms, third-party merchant accounts, Social Network Platforms as may from time to time be made available to you by us.

You acknowledge that Company may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Company's servers on your behalf. You agree that the Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that the Company reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that the Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the web registration link. You are responsible for maintaining the confidentiality of your password and Account, including your MTN, MPESA or Airtel Money or such other mobile money password or secret system identification number. You are fully responsible for any and all activities that occur under such passwords or Account. You agree to (a) immediately notify Company of any unauthorized use of your passwords or Account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session when accessing the Service. Company will not be liable for any loss or damage arising from your failure to comply with this Section 2.0 or any other applicable terms contained herein. We shall not be held liable for the unauthorized use of your Account where you have failed to ensure the secrecy of any such passwords or secret system identification number. Further, we shall not be held liable for the withdrawal of money from the Account without the necessary approvals where you have failed to utilize the multiple treasurers' security features in the Product.

Upon completion of the process of subscribing to or accessing the Charity Wave Fundraising service on your Mobile Phone you are given a limited, non- exclusive, non transferable, non assignable, non- sub licensable and revocable license to use the Service on your Mobile Phone. You shall use the Service on your Mobile Phone subject to the Terms of Service stated herein at your own risk and agree not to blame us for any malfunction(s) related to your Mobile Phone hardware or your Network Service Provider. To the extent you

access the Service through a Mobile Phone, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile Services may work with all carriers or devices. By using the Service through the Mobile Phone, you agree that we may communicate with you regarding Company and other entities by SMS, MMS, text message or other electronic means to your Mobile Phone and that certain information about your usage of the Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Account information to ensure that your messages are not sent to the person that acquires your old number.

While we will try to ensure that you are able to use the Product comfortably, we do not guarantee that the Product will be available at all times and we will not be held responsible or liable in any way for any loss whatsoever or however arising as a consequence of any non-availability of the Product. By accepting these Terms of Service you acknowledge that the Charity Wave Fundraising Services are not fault free and that there are certain circumstances and factors including (but not limited to) acts of God, mobile operator issues or problems such as maintenance or unavailability of network which may interfere adversely with the quality and provision of the Services.

The confidentiality of your communications while using the Service is not guaranteed. You are advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by individuals other than the intended recipient. We cannot and will not accept any liability for any loss, injury or damage whether direct or consequential arising out of any such compromise of confidentiality. In addition to all of the above, you further understand and accept the following basic terms and conditions on use of Charity Wave Fundraising:

- I. Setting up a fundraiser on Charity Wave Fundraising is free, however, an individual or organization must be verified at a cost of USD25 to use the platform.
- II. You can only manage one active fundraiser with one MSISDN of SIM Line on Charity Wave Fundraising at any given time, however you can contribute to an unlimited number of fundraisers started by other people on Charity Wave Fundraising.
- III. You can withdraw your funds at any time provided your Balance is at least USD50
- IV. The latest normal Network Service Provider tariffs apply for all withdrawals and contributions.
- V. A fundraiser may have valid documents before the first withdrawal can be approved
- VI. Other applicable Fees for use of this Service are described elsewhere in our website.

3.2 CUSTODY OF MONEY

The Company hereby declares that it holds custody of all Payments and other monies received into the Fundraising, Paypal, Stripe, Flutterwave, Airtel Money, MTN mobile money T-Kash and Equitel channels with respect to the Payments credited to your Account (the "Customer Balances") for you and for your benefit such that you shall be beneficially entitled to all those Customer Balances equivalent to the Balance standing to the credit of your Account. You agree that we may treat the records of our system as conclusive evidence of the amount of E-Value at any time standing to the credit of your Account and we are not bound to make any independent investigation of your beneficial entitlement to the Customer Balances. You further acknowledge that, in relation to any payment to you in respect of your entitlement to Customer Balances, we may act on instructions given by you using your System Identification Number – which is by default the MSISDN or SIM line number that is used to register the Fundraiser, or instructions purported to be given by you using your System Identification Number, even if they are actually given by a third party.

You acknowledge that we do not invest or generate money from the monies we hold on your behalf in any way whatsoever and shall have no obligation to invest the Customer Balances other than by way of holding the same in the Customer Balances Account. You are aware that we receive this money through the Fundraising, , Paypal, Stripe, Flutterwave, MTN Mobile Money or Airtel Money, T-Kash and Equitel merchant channels and hold it in the Customer Balances Account on your behalf and that we make our money through the Fees we charge you for the product. You further acknowledge that, to the extent that any interest may accrue on the Customer Balances, you shall have no beneficial entitlement to such interest and we shall be entitled to retain such interest for our own use, whether to defray our own costs and expenses and those of operating our system or to pay the same to such charitable cause(s) as we shall in our absolute discretion determine, or otherwise.

Contributions or donations made to the Charity Wave Fundraising Account do not constitute a deposit and as stated hereinbefore we are not a financial institution. You accept that the money in your Account or held on your behalf is therefore not insured and hold us harmless against each and every risk that may occur as a result of the said lack of insurance.

Notwithstanding the foregoing or any other provision(s) in this Agreement, you acknowledge that where you decide to use your own Fundraising Account, in addition to the relevant provisions contained elsewhere in this Agreement, the following terms and conditions shall apply to you:

- a. We shall, and you hereby authorize us to, integrate your Fundraising Account number with our system so that all the messages that have payment information reflect this Fundraising number;

- b. We do not have custody, control, access or receipt of payments into your own Fundraising Account. You acknowledge that you receive the payments into your Fundraising Account and have custody, control and access to the Fundraising Account, being the owner of the Fundraising Account.
- c. You hereby indemnify and hold us harmless against any and all losses, costs, expenses and/or claims relating to the custody, control, access or receipt of payments into your own Fundraising Account and shall by so doing take full responsibility and liability for such losses, costs, expenses and/or claims.
- d. You acknowledge and understand that we only reflect or show (for your convenience) details of the payments made into your Fundraising Account.
- e. You agree to keep sufficient money in your Charity Wave Fundraising Account (“credit”) to be utilized against any Fees payable to us. This credit will enable us to recover our Fees since we do not have control of money in your Fundraising Account. You may not affect any Charity Wave Fundraising transactions if you do not have sufficient credit in your Account to meet all applicable Fees in respect thereof.

3.3 WITHDRAWAL RIGHTS

In addition to the basic terms and conditions set out under 4.1 hereinabove and elsewhere in this Agreement in relation to withdraws, you note and understand the following:

- a. We shall strive to effect your withdrawal request within one (1) hour to four (4) hours of the request barring factors beyond our control;
- b. Withdrawal must be made from the SIM card that started the fundraiser during registration or to any verifiable payment method listed under your profile and any deviation from this condition would require our investigation; Charity Wave Fundraising Terms of Use 6
- c. In the event your Mobile Phone and/or SIM card is lost, you acknowledge that you shall, and it is your responsibility to, obtain a replacement of your Mobile Phone and/or SIM card from your mobile operator for you to effect a withdrawal where you set a mobile number as your withdrawal payment method;
- d. In the event you are incapacitated to the extent of inability to withdraw from your Mobile Phone, or any other listed payment methods under your account you agree that:
 - I. You can personally appear at Charity Wave Fundraising offices with satisfactory evidence of your identity as proof that you started the fundraiser as well as a medical form from a competent medical practitioner to prove that you are incapacitated to the extent of inability to withdraw from your Mobile Phone.
 - II. If there were treasurers in the fundraiser we would require them to confirm the said incapacitation

- e. In the event that the Customer is deceased, the withdrawal from their Account can be effected upon the request of the next of kin or the legal representative (“Claimant”). The Claimant must produce the following documents to our satisfaction before we can effect withdrawal of money from the respective Account:
 - I. The Claimant's original national identification card or passport;
 - II. The deceased person's death certificate;
 - III. A Statutory declaration (Affidavit), being a document witnessed by a commissioner for oaths stating certain facts including the Claimant's relation to the deceased; and
 - IV. A letter from provincial administration, being a letter from the chief, DC or PC confirming certain details about the deceased person and his beneficiaries. The confirmation will include the full names of the deceased, the area where the deceased was from and ALL the persons who are beneficiaries of the estate of the deceased; or
 - V. Confirmation of Grant of Letters of Administration where the deceased person died intestate or Confirmation of Grant of Probate where the deceased person died testament pursuant and subject to the applicable succession laws.

3.4 PROPRIETARY RIGHTS

The technology and software underlying the Service or distributed in connection therewith, including any content or features contained therein, are the property of Company, our affiliates and our partners (the “Software”). Except as expressly authorized by the Company, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, assign, sublicense, or otherwise distribute, create derivative works of, reverse engineer, reverse assemble or otherwise attempt to discover any source code in the Software. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by the Company from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service content other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by the Company.

The Company name and logos are trademarks and service marks of the Company (collectively the “Company Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to the Company. Nothing in this Terms of Use or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Company Trademarks

displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Company Trademarks will insure to our exclusive benefit.

Under no circumstances will the Company be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Company does not pre-screen content, but that Company and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, the Company and its designees will have the right to remove any content that violates these Terms of Use or is deemed by the Company, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Company and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to the Company are non-confidential and Company will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that the Company may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Use; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of the Company, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints:

Company respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify the Company of your infringement claim in accordance with the procedure set forth below.

Company will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Company's Copyright Agent at support@charitywave.io (Subject line: "DMCA Takedown Request"). You may also contact us by mail at: AppNomu Building 77, Market Street Bugiri, Uganda

To be effective, the notification must be in writing and contain the following information:

- I. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- II. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- III. a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- IV. your address, telephone number, and email address;
- V. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- VI. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter notice containing the following information to the Copyright Agent:
VII. your physical or electronic signature;
- VIII. identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- IX. a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

- X. your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Uganda and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Company will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, users who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

(3.5) APPLE-ENABLED SOFTWARE APPLICATIONS

Company offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

Company and you acknowledge that these Terms of Service are concluded between Company and you only, and not with Apple, and that as between Company and Apple, Company, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.

Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the AppleEnabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.

Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

Apple is not responsible for any product warranties, whether expressed or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Company's sole responsibility, to the extent it cannot be disclaimed under applicable law.

Company and you acknowledge that Company, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Company via email or mail as follows: admin@charitywave.co.za, Charity Wave Limited, P.O. Box 77 AppNomu Building Bugiri Municipality, Uganda.

Company and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these

Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

(3.6) SOCIAL NETWORKING SERVICES

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter (“Social Networking Services”). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and Company's use, storage and disclosure of information related to you and your use of such services within Company (including your friend lists and the like), please see our Privacy Policy at www.charitywave.io . However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Company shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, the Company is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, the Company is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Company enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

3.5 THIRD PARTY WEBSITES

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. The Company has no control over such sites and resources and the Company is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that the Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while

using the Service are between you and the third party, and you agree that the Company is not liable for any loss or claim that you may have against any such third party.

3.6 CHANGES TO THE PRODUCT OR TERMS OF USE

The Company reserves the right to:

- I. Change, add, modify or remove any information and materials on the Product in any manner and at any time, and/or;
- II. change or amend the Terms of Use at any time, and/or
- III. suspend, limit, restrict and/or deny access to any aspect or component or part of the Product at any time for any reason, including, without limitation, for any scheduled or unscheduled maintenance, upgrades, improvements or corrections without giving any prior intimation to you or any Customer.
- IV. Change the Fees charged for this Product from time to time.

You will be notified of any such changes to the Product by an SMS notification or by an email notification or by a telephonic call notification and you are required to be updated about all such changes in terms posted in our website. You authorize us to engage with you through the above mentioned notifications and shall not hold the Company or any of its subsidiaries, office bearers or any director, officer or employee liable for violation of your privacy. In addition, your continued use of the Service after any such changes to the Product becomes effective constitutes your agreement to accept the changes.

By keeping or using the service after notification, you are deemed to have agreed to the amendment or change. If you do not agree with any amendment incorporated in these Terms of Service you may cancel the service by informing about the same in writing.

3.7 DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Your use of the service is at your sole risk. The service is provided on an “as is” and “as available” basis. Company expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and noninfringement. Company makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.

Without limiting anything stated in this section 3.7, you expressly understand and agree that company including its subsidiaries, directors, officer or employees of the foregoing will not be liable for any direct or indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if company has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) failure to reach the required fundraising sum; (vi) failure by target contributors to embrace, use or accept the service; (vii) handing over of the relevant mpesa or airtel money or other mobile money platform access control/password by you to any unauthorized person; (viii) any injury to the character and reputation alleged to have been caused by the use of the service; or (ix) any other matter relating to the service. In no event will company's total liability to you for all damages, losses or causes of action exceed one hundred dollars (\$100).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above may not apply to you. If you are dissatisfied with any portion of the service or with these terms of service, your sole and exclusive remedy is to discontinue use of the service.

In case of loss/theft/destruction of your Mobile Phone, you must deactivate the Mobile/SIM card by contacting your service provider. The Company does not take any financial liability arising out of any subsequent unauthorized use of the Product through any such handset.

In case of any technical problem the Company will make its best endeavor to resolve the problem within the shortest possible time and shall not be responsible for any technical failure or malfunctioning of the Product or delays of any kind.

All money contributed or donated by use of the Charity Wave Fundraising service under these Terms of Service herein will be so procured by Customers at their own risk and costs. The Company shall not be liable and/or responsible in respect of the source of the money and no guarantee, warranty or any indemnity shall be given or deemed to be given by the Company in respect thereof.

3.8 LEGAL RESTRICTIONS

The Charity Wave Fundraising Product shall not be used by any person or entity in any jurisdiction where the direction or use of such a product is prohibited or would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organization.

3.9 MISLEADING, OFFENSIVE AND INAPPROPRIATE CONTENT

We do not endorse any product, service, political party, viewpoint or opinion. We reserve the right, without any liability or claim howsoever arising, to monitor content on our systems and remove any that in our sole opinion and discretion we find misleading, offensive, or otherwise inappropriate.

You are solely responsible for all transmitted material and/or communication which may be classified as defamatory, illegal, inappropriate or in breach of any copyright or other intellectual property laws and you will indemnify and keep us indemnified against all claims made against us in respect thereof and any liability or expenses incurred or suffered by us as a result thereof.

You must not use Charity Wave Fundraising or any of our Products or service to commit any offense.

3.10 SUSPENSION, DISCONNECTION & CLOSURE OF ACCOUNT & SERVICES

We may suspend, bar, restrict or terminate the provision of the Services (in part or in whole) and/or close your Account without any liability whatsoever and without notification to you in the following circumstances:

- I. if you are declared bankrupt or insolvent or otherwise unable to pay your debts as and when they fall due or upon the filing of any application or proceeding (whether voluntary or involuntary) for winding up, bankruptcy, insolvency or relief from creditors;
- II. if we are aware or have reason to believe that your Account is being used in an unauthorized, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously);
- III. if any law enforcement or other competent regulatory or governmental agency or authority initiates investigation or other regulatory or enforcement proceedings against you or for any other reason which, in the reasonable judgment of the Company will cast doubt on the business reputation of the Company;

- IV. if you do not comply with any of the conditions, regulations or instructions relating to the use of the Services including these Terms of Use;
- V. if you notify us that the security of your Account is in jeopardy or compromised;
- VI. upon receipt of your request to close your Account.

Where the Services have been suspended, disconnected or terminated or where your Account has been closed, any Balance standing to the credit of your Account will be repaid to you in cash upon you presenting yourself at our offices and only after production of satisfactory evidence of your identity. We will not be responsible or liable to you in any way for any direct, indirect, consequential or special loss or damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend your Account pursuant to this clause.

3.11 INDEMNITY AND RELEASE

You agree to release, indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and officers against all losses, expenses, damages and costs, including reasonable legal fees, rights, claims, actions of any kind and injury (including death) resulting from your use of the Service, any User Content, your connection to the Service, any violation of these Terms of Service (including negligent or wrongful conduct) by you or any other person accessing the Service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

3.12 GOVERNING LAW AND ARBITRATION

The use of this Product shall be governed by and construed in accordance with the laws of Uganda without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and Company agree to submit to the personal and exclusive jurisdiction of the courts located within Uganda.

This Governing Law and Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes, differences and/or claims arising out of or in connection with this Agreement shall be resolved exclusively through final and binding arbitration rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing

issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury.

To the extent permissible by law, the determination of the arbitrator shall be final, conclusive and binding upon the parties hereto.

Notwithstanding any of the provisions of this clause, the parties reserve the right to appeal on points of law. Prohibition of Class and Representative Actions and Non-Individualized Relief You and company agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and company agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

Pre-Arbitration Dispute Resolution

Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@charitywave.io . If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to AppNomu Building Bugiri Municipality, 77 Market Street opposite Hindocha P/S ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Company is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral (single) arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including AAA's Supplementary Procedures for ConsumerRelated Disputes (collectively, the "AAA Rules"), as modified by

this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Company and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, the Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, the Company will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Company will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

Future Changes to Arbitration Agreement

Notwithstanding any provision in this Terms of Service to the contrary, Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

3.13 SEVERABILITY

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under the applicable requirements of the governing law (clause 4.10), but if any provision of this Agreement is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under the applicable law or rule, such invalidity, illegality, or unenforceability will not affect any other provision, but this Agreement will be reformed, construed, and enforced as if such invalid, illegal, or unenforceable provision(s) had never been contained herein.

3.14 PRIVACY

At the Company, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

3.15 GENERAL

These Terms of Service constitute the entire agreement between you and Company and govern your use of the Service, superseding any prior agreements between you and Company with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of the Company, but Company may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Last Revised 3rd, November 2024.