



JAMBOPAY E-WALLET ACCOUNT – USER AGREEMENT

1. THIS AGREEMENT

This User Agreement (hereinafter referred to as "Terms and Conditions") is a contract between you and JamboPay and applies to your use of the JamboPay Services. You must read, and accept all of the terms and conditions contained in this Agreement.

This terms and conditions may be amended at any time by posting a revised version on our website. The revised version will be effective at the time of posting.

2. USER ACCEPTANCE

2.1 By opening a JamboPay account, you confirm that you agree to this terms and conditions.

2.2 You further confirm that you have read and understood this terms and conditions and agree to be bound by them.

2.3 If you disagree with the contents of this agreement, you should not accept the terms and conditions set in this agreement and as a consequence, you shall be unable to use the JamboPay Services. If you are dissatisfied with the JamboPay Services, or have any other concern, please email our customer care team on customercare@jambopay.com or call us on the following telephone numbers;

Tel: +254 20 2220545 / +254 202220544,
Gsm: +254 70 9920000 / +254 78 8920000.

3. DEFINITIONS

3.1 "**Account**" means an Electronic wallet E-wallet account on JamboPay Payment gateway that allows the customer to disburse funds and pay for goods and services from 3rd parties providing report summaries of the transactions and is accessible over the Internet, Point of Sale Terminals or mobile phone;

3.2 "**Affiliate**" in relation to JamboPay means any person/ entity which is

3.2.1 controlled by Web Tribe Limited;
3.2.2 controls Web Tribe Limited;
3.2.3 is under common control with Web Tribe Limited; or
3.2.4 Partners associated with Web Tribe Limited.

3.3 "**Central Bank**" means the Central Bank of Kenya;

3.4 "**Confidential Information**" means all information that may be imparted in confidence or be of a confidential nature relating to the business or prospective business, plans or internal affairs of JamboPay;

3.5 "**Customer Confidential Information**" means all information that may be imparted in confidence or be of a confidential nature relating to any customer which may fall into the custody of JamboPay through the JamboPay Services;

3.6 "**EFT**" means Electronic Funds Transfer through a registered commercial bank;

3.7 "**E-wallet**" means electronic value account on JamboPay servers created and belonging to JamboPay customers and whose corresponding physical monetary value is held at a trust account in a registered commercial bank;

3.8 "**Financial Message**" means an electronic communication between JamboPay servers, third (3rd) party payment channel(s), Partners bank(s) JamboPay client servers, customer devices or vice versa, in the format currently prescribed by JamboPay;

3.9 "**Float Amount**" means amount of monetary value paid upfront to JamboPay by a customer in exchange for electronic money on JamboPay Servers;

3.10 "**Fraudulent transaction**" means any transaction/payment that would constitute fraud in terms of common law (irrespective of whether JamboPay has processed the



- transaction/payment/service request or not). This includes any automated /computer generated application or service requests, unauthorized use of card(s) or any activity resulting to a chargeback or transmission of false financial message(s);
- 3.11 "**Intellectual Property**" means all or any trademarks or applications for any such marks, trade names, patents or applications for the grant of any such patents, know-how, being technical or otherwise, copyright or designs belonging to JamboPay;
- 3.12 "**JamboPay Logo**" means image or set of images provided by JamboPay depicting the JamboPay service(s);
- 3.13 "**JamboPay Loyalty**" means a program created and managed by JamboPay to reward active customers;
- 3.14 "**Merchant**" means a retailer which requires the provision of JamboPay Services for the processing of payment electronically within its business;
- 3.15 "**Merchant Account**" means a special account on JamboPay Payment gateway Servers that allows the Organizations to receive payments through JamboPay providing report summaries of the transactions and is accessible over the Internet, Point of Sale Terminals or mobile phone;
- 3.16 "**RTGS**" means Real Time Gross Settlement system as provided by Central Bank;
- 3.17 "**Successful Transaction**" means where a financial message has been received and processed successfully by JamboPay e-payments system and processed to the Merchant;
- 3.18 "**The System**" means the electronic platform which interconnects the JamboPay e-payment system to the customers and the merchants;
- 3.19 "**The Services**" means the JamboPay services.
- 3.20 "**Transaction**" means the attempted sending or receiving funds electronically through mobile or internet for purchase of goods and/or services, for top up of E-wallet account balance through JamboPay e-payment service;
- 3.21 "**User Profile**" means the electronic online user area created by a user on JamboPay at JamboPay Server providing information about the user, transactions history and service requests and other information to be updated from time to time. The user profile is secured by password/PIN and user name/phone number defined and known to the online user or his/her nominee(s);
- 4. OUR RELATIONSHIP**
- 4.1 JamboPay is a Payment Service Provider. JamboPay helps you make payments to third parties. JamboPay is an independent contractor for all purposes. JamboPay does not have control of, or liability for, the products or services that are paid for with the JamboPay Services;
- 4.2 **Services:** we offer electronic payments services provision by way of facilitating payments due to Merchants, processing and routing the payments over the Internet, or on mobile phone and on physical agency points. We have electronic payments platform known as "JamboPay Payment Gateway" (hereinafter referred to as "JamboPay Gateway") through which it facilitates payments due to its various clients by processing and routing payments over the internet, points of sale and/or on mobile phone channels
- 4.3 **Privacy:** Protecting your privacy is very important to JamboPay. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as



our use and disclosure of your Information;

4.4 Intellectual Property:

"<https://www.jambopay.com/>", "Jambopay", and all logos related to the JamboPay Services are either trademarks or registered trademarks of JamboPay. You shall not copy, imitate or use them without JamboPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of JamboPay. You shall not copy, imitate, or use them without our prior written consent. All rights, title and interest in and to the JamboPay website, any content thereon, the JamboPay Services, the technology related to the JamboPay Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Jambopay;

4.5 Notices to You: You expressly consent to have JamboPay send communications regarding your account and JamboPay services electronically as described in the *Electronic Communications Delivery Policy*. Any electronic Communications will be considered to be received by you within 24 hours after the time we post it to our website or email/SMS it to you; JamboPay.

4.6 Calls recording: You agree to receive calls and Short messages (SMS) at the mobile phone number (registered during account opening). We shall not share your phone number with non-affiliated third parties for their purposes without your consent, but may share your phone numbers with our Affiliates or with our service providers. You understand and agree that Jambopay may, without further notice or warning and in our discretion, monitor or record telephone conversations you or

anyone acting on your behalf has with Jambopay or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with Jambopay may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by Jambopay, and Jambopay does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

5. ACCOUNTS

5.1 Eligibility: To open a JamboPay Account and access JamboPay, you should be at least eighteen (18) years old.

5.2 Opening a JamboPay e-wallet account: You may open an account electronically through USSD code, mobile App or Web Portal channels. Instructions for the various wallets shall be well provided.

5.3 Identity Authentication: You authorize Jambopay, directly, through third parties or otherwise to make any necessary inquiries to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, a taxpayer identification number and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address/phone number or financial instruments or verifying your Information against third party databases or through other sources. Jambopay reserves the right to close, suspend, or limit access to your account and/or the Jambopay Services in the event we are unable to obtain or verify this Information;

5.4 JamboPay Loyalty Program: In order to be considered for the Loyalty program, you will be required to register. The Jambopay Loyalty is a program that allows you to

accumulate point(s) depending on the number of transactions on your Jambopay account. You shall be rewarded as JamboPay shall deem fit and shall communicate from time to time.

5.5 Access responsibility:

5.5.1 You have full and unfettered access to your account subject to compliance to this agreement.

5.5.2 Unauthorized access: You shall not use the access to your account to illegally access the JamboPay system or any other person access and such unauthorized access shall mandate suspension of your account. Further to this any illegal transfer of money to your E-wallet shall mandate immediate suspension of your account.

5.5.3 Password Security: You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Jambopay Services. You can change the password if you feel that your security has been compromised or for any other reason. You are able to change your password by following simple instructions as directed on the wallet. Should you forget your password, contact the JamboPay customer service on the numbers provided.

5.5.4 Balances and Statements: You may check your Balance by logging into your Account. Your statement will only be updated and made available when there is a new activity on your account or any fees have been incurred in the relevant period.

5.6 Account Balances

5.6.1 You need to maintain a balance in your account in order to make

payments. If you do hold a balance, that balance represents an unsecured claim against Jambopay and is not insured by the Central Bank.

5.6.2 Jambopay will combine your balance with the balances of other users and may invest these funds in accordance with the law. Jambopay will hold pooled balances separate from its corporate funds (in a Trust Account managed by a Trustee) and will not use balances for its operating expenses or for any other corporate purposes. Jambopay will not voluntarily make balances available to its creditors in the event of bankruptcy;

5.6.3 The E-wallet User/ holder indemnifies JamboPay from any claim on interest accruing from funds in the E-wallet.

5.7 **Negative Balance.** If your account has a negative balance, Jambopay may deduct amounts owed from money you subsequently add or receive into your Account;

5.8 **Top up Balance.** You shall provide an initial cash deposit as float amount to Web tribe as a top up in order to transact using JamboPay platform. You can top up your account balance using mobile money, credit/debit cards (domestic/ international) or the Jambopay Trust accounts (via EFT, RTGS, Cheque and cash). You may only top up your account if the channel from which the money is deducted from has sufficient funds. It is possible to top up another person's E-wallet. Suspicious top ups may be declined. The procedure for topping your account is well explained depending on the channel used.

i. On USSD, proceed to my account and follow the process for top up. You shall be receive a short message (SMS) with instructions.

ii. On Web, the procedure is clearly stated. You are required to be logged in on JamboPay via <https://www.jambopay.com/> to be guided on how to top up through the various sources.

iii. On Agency network, you shall proceed to any JamboPay Agent provide them with cash and the agent shall top up your account with an equivalent e – value.

5.9 Closing of accounts

5.9.1 How to Close Your Account.

You may close your account at any time by sending an email to customercare@jambopay.com.

You may also call the JamboPay Customer Service through the following numbers:

Tel: +254 20 2220545 / +254 202220544

Gsm: +254 70 9920000 / +254 78 8920000.

You must withdraw your balance prior to closing your account;

5.9.2 Limitations on Closing Your Account.

You may not close your account to evade an investigation. If you attempt to close your account while we are conducting an investigation, we may hold your balance for up to 180 days to protect Jambopay, its affiliates, or a third party against any claims. You will remain liable for all obligations related to your account even after the account is closed;

5.9.3 Dormant and Deceased persons Accounts

If you fail to initiate any transactions or log in to your account for a period of five (5) years, Jambopay shall presume your account dormant and any funds thereby shall be transferred to the Unclaimed Financial Assets Authority or as the law shall provide. Upon notice of your demise, your estate, your account shall be temporarily suspended to prevent

transactions from your account. Access shall be granted upon production of Grants of Letters of Administration of Administration or your legal representatives duly appointed by a court of competent jurisdiction. Once all funds in a deceased persons account are withdrawn by a legal representative, the account shall be closed.

6. Taxes

6.1 Where taxes are imposed by Kenya Revenue Authority on services in this agreement, you shall pay additional amount to cater for the tax due.

6.2 You consent and agree that JamboPay may deduct at any time, any tax required by the Kenya Revenue Authority, or as required by law.

7. Suspension and Freezing of accounts

7.1 JamboPay may Suspend or freeze your account in the following circumstances:

- i. if suspicious activities are observed or detected on your account;
- ii. If your account is involved or suspected to be involved in fraudulent or criminal activities;
- iii. Your account falls subject of an investigation; or
- iv. If instructed by a regulatory authority to do so.

7.2 Clause 6 notwithstanding, JamboPay has absolute discretion to suspend, freeze or close a JamboPay E- wallet account. Any monies due shall be duly refunded upon completion of any investigation.

7.3 After completion of investigation, where no liability has been established against the account holder the account shall be reactivated.

7.4 Should the funds in the E-wallet have been as a result of mistake, fraud or criminal activity, the funds shall be restored to the owner of the funds without any liability on JamboPay.

8. Oversight by the Central Bank of Kenya

The Central Bank of Kenya shall have full, unfettered and timely access to the internal systems, documents, reports, records and shall exercise such powers as it may deem necessary.

9. Term and termination

9.1 This Agreement shall commence from the date of account opening.

9.2 This Agreement shall terminate immediately upon any of the following circumstances:

9.2.1 If you close your account;

9.2.2 if you go into liquidation either compulsory or voluntary or if a receiver is appointed in respect of all or any of your assets;

9.2.3 if any event equivalent to the above occurs and affects you;

9.2.4 you are guilty of a criminal offence involving fraud, dishonesty or other financial impropriety;

9.2.5 you are being dissolved or wound up through court or otherwise;

9.2.6 you violate any provision of the Regulations as may, in the opinion of JamboPay, warrant termination of the agreement;

9.2.7 For the avoidance of doubt, termination of this Agreement may also be initiated by the Central Bank.

8.3 Subject to the above, obligations related to your account may supersede termination date.

10. Force Majeure

10.1 Neither you nor JamboPay shall be in breach of this Agreement if and in the event there is any total failure of performance of its duties and obligations under this Agreement occasioned by any act of God, Fire, Government, regulations, war, civil disturbance, order of public authority, natural catastrophe or any other disaster.

10.2 The operation of this Agreement shall accordingly be suspended during that period of the total or partial failure by one or both the parties hereto to perform any of their obligations hereunder.

10.3 If and when such event ceases to exist, the party, which had been under such disability, shall inform the other party in writing of the cessation of such event or occurrence and suspension of this Agreement shall be thereupon lifted.

10.4 If however the Agreement shall remain suspended for a period of ninety (90) calendar days consequent upon force Majeure, it shall automatically stand absolutely terminated as against all the parties hereto.

11. Disputes with JamboPay

11.1 Any dispute arising in connection with this agreement shall be resolved amicably in accordance with the provisions set forth in this Section.

11.2 **Contact JamboPay First.** If a dispute arises between you and JamboPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes regarding the JamboPay Services may be reported to Customer Care through our Call Centre numbers provided in this agreement



or by emailing customercare@jambopay.com.

11.3 Applicable Law. This Agreement will be governed by, and construed in accordance with the Laws of the Kenya and the parties irrevocably submit to the exclusive jurisdiction of the Kenyan courts.

11.4 Agreement to Arbitrate. For any dispute, which cannot be mutually resolved by the parties as above, the parties agree to submit the matter to a single arbitrator to be appointed by the parties jointly and failing agreement by the Chairman, for the time being, of the Chartered Institute of Arbitrators Kenya Chapter. Such arbitration shall be conducted in Nairobi, Kenya in accordance with the Kenyan laws of Arbitration as amended from time to time. The decision of the arbitrator shall be final and binding upon the Parties.

12. General Provisions

12.1 Limitation of Liability: In no event shall We, our Affiliates, and the officers, directors, agents, employees and suppliers and service Providers of JamboPay, be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, the JamboPay services, or this agreement (however arising, including negligence). Our liability, and the liability of our Affiliates, our officers, directors, agents, joint ventures, employees and suppliers, to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Jambopay, our affiliates, and their respective officers, directors, agents, joint ventures, employees, and suppliers are not liable, and you agree not to hold these parties responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1)

your use of or your inability to use JamboPay sites and services; (2) delays or disruptions in JamboPay sites and services; (3) viruses or other malicious software obtained by accessing JamboPay sites or services or any site or service linked to JamboPay sites or services; (4) glitches, bugs, errors, or inaccuracies of any kind in JamboPay sites or services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your account; (7) your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this user agreement or JamboPay policies. Jambopay reserves the right to modify its policies and this user agreement at any time consistent with the provisions outlined herein.

12.2 No warranty: JamboPay services are provided "as is" and without any representation of warranty, whether express, implied or statutory. Jambopay, our affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of JamboPay, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Jambopay does not have any control over the products or services that are paid for with the JamboPay Services and JamboPay cannot ensure that a Seller/ Supplier/ Service Provider you are dealing with will actually complete the transaction or is authorized to do so or shall supply the goods or service. JamboPay does not guarantee continuous, uninterrupted or secure access to any part of the JamboPay Services, and operation of our site may be interfered with by numerous factors outside of our control. Whenever you experience any issue, kindly contact our Customer Service Centers for assistance. The prices for the various products and services offered by our Merchants are specified on the Website and are subject to change. It shall be



your absolute duty to confirm details of the products you wish to pay for.

- 12.3 **Drafting:** This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it has been prepared initially by counsel for one of the parties, it being recognized that both parties reviewed and understood the terms and provisions of this Agreement.



JAMBOPAY ELECTRONIC (E-WALLET) ACCOUNT – PRIVACY POLICY

This Privacy Policy describes your privacy rights regarding our collection, use, storage, sharing and protection of your personal information. It applies to the Jambopay website and all related sites, applications, services and tools regardless of how you access or use them.

1. **Scope and Consent:** You accept this Privacy Policy when you sign up for, access, or use our products, services, content, features, technologies or functions offered on our website and all related sites, applications, and services (collectively “Jambopay Services”). We may amend this policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it;
2. **Collection of Personal Information:** We collect the following types of personal information in order to provide you with the use of and access to our sites, applications, services and tools, and to help us personalize and improve your experience:

2.1 Information we collect automatically:

When you visit the Jambopay website or use Jambopay Services, we collect information sent to us by your computer, mobile phone or other access device. The information sent to us includes but is not limited to the following: data about the pages you access, computer IP address, device ID or unique identifier, device type, geo-location information, computer and connection information, mobile network information, statistics on page views, traffic to and from the sites, referral URL, ad data, and standard web log data and other information;

2.2 Information you provide to us: We may collect and store any information you enter on the Jambopay website or you provide to us in context of using our site, applications, services, or tools. When you visit the Jambopay

website or use Jambopay Services, we also collect information about your transactions and your activities. In addition, if you open a Jambopay e-wallet account or use Jambopay Services, we may collect the following types of information:

- Contact information, such as your name, address, phone, email and other similar information;
- Financial information, such as the full bank account numbers and/or credit/debit card numbers that you use to top up your Jambopay e-wallet account when you use Jambopay Services;
- Detailed personal information such as your date of birth or national ID number.

We may also collect information from or about you in other ways, such as through your contact with our customer care team, your results when you respond to a survey and your interactions with our partners;

2.3 Information from other sources:

We may also obtain information about you from third parties such as credit bureaus and identity verification services. You may choose to provide us with access to certain personal information stored by third parties such as social media sites. The information we may receive varies by site and is controlled by that site. By associating an account managed by a third party with your Jambopay e-wallet account and authorizing Jambopay to have access to this information, you agree that Jambopay may collect, store and use this information in accordance with this Privacy Policy.

3. **Authentication and Fraud Detection:** In order to help protect you from fraud and misuse of your personal information, we may collect information about you and your interactions with our website or Jambopay Services.

4. **Mobile Privacy:** We may offer you the ability to connect with our sites, or use of



our applications, services, and tools using a mobile device, either through a mobile application or via a mobile optimized website. The provisions of this Privacy Policy apply to all such mobile access and use of mobile devices. This Privacy Policy will be referenced by all such mobile applications or mobile optimized websites.

When you download or use our Mobile Applications, or access one of our mobile optimized sites, we may receive information about your location and your mobile device, including a unique identifier for your device. **We may use this information to provide you with location-based services, such as advertising, search results, and other personalized content.** Most mobile devices allow you to control or disable location services in the device's setting's menu.

5. How We Use the Personal Information We

Collect: Our primary purpose in collecting personal information is to provide you with a secure, smooth, efficient, and customized experience. We may use your personal information to:

- provide Jambopay Services and customer support;
- process transactions and send notices about your transactions;
- resolve disputes, collect fees, and troubleshoot problems;
- prevent potentially prohibited or illegal activities, and enforce our user Agreement;
- customize, measure, and improve Jambopay Services and the content, layout, and operation of our websites and applications;
- deliver targeted marketing, service update notices, and promotional offers;
- contact you at any telephone number, through text (SMS) or email messaging, as authorized by our user Agreement;

- Compare information for accuracy and verify it with third parties.

6. Marketing

We may combine your information with information we collect from other companies and use it to improve and personalize JamboPay Services, content, and advertising. You accept to receive any promotional materials from us to inform you about services including and not limited to upgrades and updates.

If you do not wish to receive marketing communications from us or participate in our loyalty programs, or if you no longer wish to receive notifications, simply communicate with our Customer Care team at customercare@jambopay.com;

We may call or send a text message (SMS) to you via a mobile phone number that you have provided to us;

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent.

7. How We Protect and Store Personal Information

Throughout this policy, we use the term "personal information" to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been made anonymous so that it does not identify a specific user;

We store and process your personal information on our servers in Kenya (East Africa) and elsewhere in the world where our facilities are located. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centers, and information access authorization controls;

8. How We Share Personal Information with Other Third Parties

We may share your personal information with:

- Members of the Web Tribe Limited or Affiliates to provide joint content, products, and services (like loyalty, credit and customer support), to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about their products, services, and communications. Members of our corporate family will use this information to send you marketing communications;
- Service providers under contract who help with our business operations, such as fraud prevention, bill collection, marketing, and technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit;
- Financial institutions that we partner with to jointly create and offer a product. These financial institutions may only use this information to market Jambopay-related products;
- Credit bureaus and collection agencies to report account information, as permitted by law;
- Companies that we plan to merge with or are acquired by. (Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.)
- Law enforcement, government officials, or other third parties pursuant to a subpoena, court order, or other legal process or requirement applicable to Jambopay or one of its

affiliates; when we need to do so to comply with law or credit card rules; or when we believe, in our sole discretion, that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our user Agreement.

- Other third parties with your consent or direction to do so.

Please note that these third parties may be in other countries where the laws on processing personal information may be less stringent than in your country.

If you open a Jambopay account directly on a third party website or via a third party application, any information that you enter on that website or application (and not directly on a Jambopay website) will be shared with the owner of the third party website or application. These sites are governed by their own privacy policies and you are encouraged to review their privacy policies before providing them with personal information. Jambopay is not responsible for the content or information practices of such third parties.

9. How You Can Access or Change Your Personal Information

You can review and edit your personal information at any time by logging in to your account and reviewing your account profile. If you close your Jambopay account, we will mark your account in our database as "Closed", but may retain personal information from your account for a certain period of time to collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, prevent fraud, enforce our user Agreement, or take other actions as required or permitted by law.