



## **CALLME2WORK**

### **TERMS AND CONDITIONS**

**Last updated: July 1<sup>st</sup> 2017**

#### **1. Contractual Relationship**

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within any country in the world (excluding the United States and its territories and possessions and Mainland China) of applications, websites, content, products, and services (the “Services”) made available by **CALLME2WORK**, a private limited liability company established in Kenya, having its offices at Grevillea Grove, Taj Villas C2, Nairobi, Kenya.

#### **PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.**

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and **CALLME2WORK**. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. **CALLME2WORK** may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason PROVIDED that such reason shall be communicated to you within a reasonable period of time.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

**CALLME2WORK** may amend the Terms related to the Services from time to time. Amendments will be effective upon **CALLME2WORK**'s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in **CALLME2WORK**'s Privacy Policy located at <https://WWW.CALLME2WORK.com/legal>. **CALLME2WORK** may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.



## 2. The Services

The Services constitute a technology platform that enables users of **CALLME2WORK**'s mobile applications or websites provided as part of the Services (each, an "Application") to arrange and schedule for any service listed in the platform with independent third party providers of such services, including independent third party transportation providers and independent third party logistics providers under agreement with **CALLME2WORK** or certain of **CALLME2WORK**'s affiliates ("Third Party Providers"). Unless otherwise agreed by **CALLME2WORK** in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use. YOU ACKNOWLEDGE THAT **CALLME2WORK** DOES NOT PROVIDE THE SERVICES AND THAT ALL SUCH SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS OR SPECIALISTS WHO ARE NOT EMPLOYED BY **CALLME2WORK** OR ANY OF ITS AFFILIATES.

### License.

Subject to your compliance with these Terms, **CALLME2WORK** grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by **CALLME2WORK** and **CALLME2WORK**'s licensors.

### Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by **CALLME2WORK**; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

### Provision of the Services.

You acknowledge that portions of the Services may be made available under **CALLME2WORK**'s various brands or request options as added from time to time.



You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of **CALLME2WORK**'s subsidiaries and affiliates; or (ii) independent Third Party Providers

### **Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that **CALLME2WORK** does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. **CALLME2WORK** does not endorse such third party services and content and in no event shall **CALLME2WORK** be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

### **Ownership.**

The Services and all rights therein are and shall remain **CALLME2WORK**'s property or the property of **CALLME2WORK**'s licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner **CALLME2WORK**'s company names, logos, product and service names, trademarks or services marks or those of **CALLME2WORK**'s licensors.

## **3. Your Use of the Services**

### **User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to **CALLME2WORK** certain personal information, such as your name, address, mobile phone number and age, as well as creation of a wallet hosted by **CALLME2WORK** and funded through the available payment methods in your country including mobile payments and credit. You agree to



ensure that your wallet is well funded to support the services you request via the platform including specialist costs and **CALLME2WORK** commission and any other relevant cost or tax.

Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or **CALLME2WORK**'s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by **CALLME2WORK** in writing, you may only possess one Account.

### **User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

### **Text Messaging.**

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from **CALLME2WORK** at any time by following the directions found at <http://t.CALLME2WORK.com/SMS-unsubscribe>. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

### **Promotional Codes.**

**CALLME2WORK** may, in **CALLME2WORK**'s sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that **CALLME2WORK** establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by **CALLME2WORK**; (iii) may be disabled by **CALLME2WORK** at any time



for any reason without liability to **CALLME2WORK**; (iv) may only be used pursuant to the specific terms that **CALLME2WORK** establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. **CALLME2WORK** reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that **CALLME2WORK** determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### **User Provided Content.**

**CALLME2WORK** may, in **CALLME2WORK**'s sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to **CALLME2WORK** through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to **CALLME2WORK**, you grant **CALLME2WORK** a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and **CALLME2WORK**'s business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant **CALLME2WORK** the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor **CALLME2WORK**'s use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by **CALLME2WORK** in its sole discretion, whether or not such material may be protected by law. **CALLME2WORK** may, but shall not be obligated to, review, monitor, or remove User Content, at **CALLME2WORK**'s sole discretion and at any time and for any reason, without notice to you.

#### **Network Access and Devices.**



You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. **CALLME2WORK** does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### 4. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("Charges "). After you have received services or goods obtained through your use of the Service, **CALLME2WORK** will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by **CALLME2WORK**. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. **CALLME2WORK** will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by **CALLME2WORK** using the funds in your **CALLME2WORK** wallet after which **CALLME2WORK** will send you confirmation of payment via e-mail or SMS. You understand that if your **CALLME2WORK** wallet is not funded, **CALLME2WORK** may not approve for the specialist to start the work.

As between you and **CALLME2WORK**, **CALLME2WORK** reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in **CALLME2WORK**'s sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. You understand that you will always be required to approve the charges related to the service before the work can begin. For certain services that have standard rates, **CALLME2WORK** will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. **CALLME2WORK** may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.



This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. **CALLME2WORK** does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by **CALLME2WORK** (on **CALLME2WORK**'s website, in the Application, or in **CALLME2WORK**'s marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that **CALLME2WORK** provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

#### **Repair or Cleaning Fees.**

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider assets and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by **CALLME2WORK** in **CALLME2WORK**'s reasonable discretion, **CALLME2WORK** reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using funds in your **CALLME2WORK** wallet. If the **CALLME2WORK** wallet is not funded, it will attract a negative balance that must be settled before any further service is offered. You understand that this will be a liability to you and you have the responsibility of settling it immediately. Such amounts will be transferred by **CALLME2WORK** to the applicable Third Party Provider and are non-refundable.

#### **5. Disclaimers; Limitation of Liability; Indemnity.**

##### **DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." **CALLME2WORK** DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, **CALLME2WORK** MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.





**CALLME2WORK** DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

#### **LIMITATION OF LIABILITY.**

**CALLME2WORK** SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF **CALLME2WORK** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **CALLME2WORK** SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF **CALLME2WORK** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **CALLME2WORK** SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND **CALLME2WORK**'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL **CALLME2WORK**'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED EUROS (€500).

**CALLME2WORK**'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE ALL SERVICES LISTED IN THE PLATFORM WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT **CALLME2WORK** HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

#### **Indemnity.**

You agree to indemnify and hold **CALLME2WORK** and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) **CALLME2WORK**'s use





of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## 6. Governing Law

The interpretation, construction and effect of this Agreement shall be governed by and construed in all respects in accordance with the laws of Kenya. The Parties hereby submit to the non-exclusive jurisdiction of the courts of Kenya. The rights and remedies of each of the Parties in connection herewith are cumulative and are not exclusive of any rights or remedies provided by law. Failure by either Party to exercise any rights under this Agreement in any one or more instances will not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement will not be deemed a waiver of any other default. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

## 7. Other Provisions

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to **CALLME2WORK**'s designated agent. Please visit **CALLME2WORK**'s web page at <https://WWW.CALLME2WORK.com/legal> for the designated address and additional information.

### Notice.

**CALLME2WORK** may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to **CALLME2WORK** by written communication to **CALLME2WORK**'s address at

PO BOX 18198

NAIROBI,

KENYA

00100 GPO

### General.

You may not assign or transfer these Terms in whole or in part without **CALLME2WORK**'s prior written approval. You give your approval to **CALLME2WORK** for it to assign or transfer these Terms in whole



or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of **CALLME2WORK**'s equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, **CALLME2WORK** or any Third Party Provider as a result of the contract between you and **CALLME2WORK** or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."