miGuy

DISPUTE RESOLUTION & CLAIMS POLICY

Version 1.0

Issued By

Asazia Technologies Limited

P.O. Box 103403–00101
Nairobi, Kenya

Email: **miguyapp@gmail.com**

Document Owner

Legal Department
Asazia Technologies Limited

Applicable To

This Policy applies to all users of miGuy Platform.

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Official Notice

This **miGuy Dispute Resolution & Claims Policy** forms an integral part of the **miGuy Terms of Use & Services Agreement** and governs the procedures for reporting, investigating, facilitating and resolving complaints and disputes arising from the use of the miGuy Platform.

This Policy should be read together with the following miGuy legal documents:

- Terms of Use & Services Agreement
- Privacy Policy
- Cookie Policy
- Refund Policy
- Community Standards
- Verification Policy
- Service Provider Standards
- Acceptable Use Policy
- Any additional policies published by Asazia Technologies Limited from time to time

By creating an account, accessing, browsing or using the miGuy Platform, Users acknowledge that they have read, understood and agree to be bound by this Policy together with the Terms of Use & Services Agreement and all incorporated policies.

DISPUTE RESOLUTION & CLAIMS POLICY

TABLE OF CONTENTS

1. PURPOSE

This Dispute Resolution & Claims Policy establishes the procedures for reporting, managing and facilitating the resolution of disputes arising from the use of the miGuy Platform.

Its objectives are to:

- promote fair and efficient dispute resolution;
- encourage direct resolution between Users where appropriate;
- protect Customers, Service Providers and the integrity of the Platform;
- reduce fraud and abuse;
- preserve evidence relevant to disputes; and
- provide a transparent framework for Platform enforcement.

This Policy forms part of the miGuy Terms of Use and should be read together with all other applicable Platform policies.

2. SCOPE

This Policy applies to:

- Customers;
- Individual Service Providers;
- Business Service Providers;
- Subscribers to paid plans;
- Platform administrators where applicable; and
- any other person using the miGuy Platform.

3. GUIDING PRINCIPLES

All complaints will be managed in accordance with the following principles:

- fairness;
- impartiality;
- good faith;
- procedural consistency;
- proportionality;
- confidentiality where appropriate;
- respect for applicable law; and
- protection of Platform integrity.

4. MIGUY'S ROLE

miGuy is a technology marketplace operated by Asazia Technologies Limited.

Except where expressly stated in the Terms of Use & Service, miGuy:

- is not the provider of services;

- is not the employer of Service Providers;
- is not an insurer;
- is not a guarantor of performance;
- is not a debt collector;
- is not an arbitrator or court;
- is not responsible for supervising work performed by Service Providers.

miGuy's role is to facilitate bookings, support trust and safety, enforce Platform policies and, where appropriate, assist Users in communicating and resolving disputes.

Nothing in this Policy obligates miGuy to determine legal liability or award damages.

5. TYPES OF DISPUTES

This Policy may apply to disputes concerning:

- no-show appointments;
- poor workmanship;
- incomplete work;
- payment disagreements;
- refund requests;
- cancellations;
- delayed services;
- fraud;
- impersonation;
- fake qualifications;
- misuse of verification badges;
- property damage;
- theft allegations;
- harassment;
- discrimination;
- threats;
- platform misuse;
- review disputes;
- identity theft;
- account security;
- intellectual property complaints; and
- any other issue affecting the integrity of the Platform.

6. COMPLAINTS SUBMISSION PROCESS

Complaints should be submitted through the designated miGuy support channels.

A complaint should include, where reasonably available:

- booking reference;
- names of the parties;
- service category;
- location of the service;

- date and time;
- detailed description of the issue;
- actions already taken to resolve the matter;
- outcome sought by the complainant.

Users should provide accurate and complete information. Knowingly false or misleading complaints may result in enforcement action.

7. TIME LIMITS FOR FILING COMPLAINTS

Users should submit complaints as soon as reasonably practicable.

As a general guideline:

- urgent safety issues: immediately;
- fraud or unauthorized account access: immediately upon discovery;
- booking disputes: within 2 days of the scheduled service;
- workmanship or completion disputes: within 2 days after the service;
- payment disputes: within 2 days of the transaction;
- review disputes: within 3 days of publication.

Late complaints may still be considered where supported by reasonable justification, applicable law or exceptional circumstances.

8. REQUIRED EVIDENCE

Depending on the nature of the dispute, Users may be requested to provide:

- photographs;
- videos;
- quotations;
- invoices;
- receipts;
- payment confirmations;
- chat history;
- emails;
- call logs where lawfully available;
- signed agreements;
- completion certificates;
- delivery notes;
- inspection reports;
- expert opinions;
- witness statements;
- police OB numbers;
- insurance correspondence; or
- any other relevant documentation.

Users remain responsible for preserving their own evidence.

9. INVESTIGATION PROCESS

Where miGuy decides to review a complaint, it may:

- examine Platform records;
- review booking information;
- review messages sent through the Platform;
- verify account information;
- examine payment records available to it;
- request additional documentation;
- interview the parties through written communications; and
- review previous complaints involving the same User.

miGuy is not obliged to investigate every complaint and may decline to investigate where there is insufficient information or where the matter is clearly outside the scope of the Platform.

10. TEMPORARY PROTECTIVE MEASURES

While a complaint is under review, miGuy may, where reasonably necessary:

- suspend an account;
- temporarily remove a listing;
- pause new bookings;
- disable messaging;
- suspend verification status;
- restrict withdrawals where contractually permitted;
- require additional verification;
- limit Platform functionality; or
- implement any other reasonable protective measure.

These measures are precautionary and do not constitute a finding of fault.

11. COMMUNICATION DURING INVESTIGATIONS

Users are expected to:

- respond promptly to reasonable information requests;
- communicate respectfully;
- refrain from harassment or intimidation;
- avoid publishing confidential investigation materials without lawful authority.

Failure to cooperate may affect miGuy's ability to facilitate the complaint and may result in Platform enforcement measures.

12. CUSTOMER CLAIMS

Customers may submit claims relating to matters such as:

- non-attendance;
- late arrival;
- poor workmanship;
- incomplete services;
- failure to follow agreed specifications;
- damage allegedly caused during service delivery;
- misleading qualifications or representations;
- unauthorized additional charges.

Where appropriate, miGuy may facilitate communication between the Customer and the Service Provider to encourage resolution.

13. SERVICE PROVIDER CLAIMS

Service Providers may submit claims concerning:

- non-payment;
- abusive conduct;
- unsafe work environments;
- harassment;
- discriminatory treatment;
- inaccurate reviews;
- fraudulent booking requests;
- repeated cancellations;
- misrepresentation by Customers.

miGuy may take Platform action where there is evidence of breaches of its policies.

14. PAYMENT DISPUTES

Where payments are facilitated through the Platform, miGuy may review available transaction records and coordinate with payment service providers where appropriate.

However, miGuy does not guarantee the outcome of chargebacks, banking disputes or card network investigations and does not act as a financial institution.

15. CANCELLATION & REFUND DISPUTES

Disputes relating to cancellations or refunds will be considered in light of the applicable Terms of Use & Service, Refund Policy, Cancellation Policy and the facts of the individual booking.

Facilitation by miGuy does not constitute an admission of liability or a guarantee that a refund will be issued.

16. FRAUD & IDENTITY THEFT CLAIMS

Claims involving suspected fraud, forged documents, impersonation, account compromise or identity theft will receive priority review where practicable.

miGuy may:

- suspend accounts;
- require identity re-verification;
- preserve relevant records;
- notify affected Users;
- cooperate with payment providers; and
- cooperate with competent authorities where required or permitted by law.

17. PROPERTY DAMAGE CLAIMS

Where a complaint involves alleged property damage, the parties should preserve all relevant evidence, including photographs, repair estimates, invoices and inspection reports.

miGuy may facilitate communication but does not assess or determine civil liability or the amount of compensation owed.

18. PERSONAL INJURY & SAFETY INCIDENTS

Where an incident involves actual or alleged personal injury, threats, violence or significant safety concerns:

- Users should prioritize obtaining emergency assistance where necessary.
- Relevant incidents should be reported to the appropriate authorities where required.
- miGuy may suspend accounts, preserve records and cooperate with lawful investigations.

miGuy does not provide emergency response services.

19. CRIMINAL ALLEGATIONS

Allegations involving theft, assault, fraud, extortion, sexual offences or other criminal conduct should be reported to the appropriate law enforcement authorities.

miGuy may cooperate with lawful requests from competent authorities but does not conduct criminal investigations or determine criminal guilt.

20. VERIFICATION DISPUTES

Users may request review of verification decisions by providing additional supporting documentation.

Verification decisions are based on available information and Platform criteria. A refusal, suspension or withdrawal of verification does not necessarily imply wrongdoing.

21. RATINGS & REVIEW DISPUTES

miGuy may review ratings or reviews alleged to violate its policies, including content that is fraudulent, abusive, defamatory, discriminatory, unrelated to the transaction or otherwise contrary to Platform standards.

miGuy will not remove a review solely because one party disagrees with the opinion expressed, provided it complies with applicable law and Platform policies.

22. ABUSE OF THE COMPLAINT SYSTEM

Users shall not:

- submit knowingly false complaints;
- fabricate evidence;
- threaten complaints to obtain improper advantage;
- repeatedly submit duplicate complaints without new information;
- misuse the complaints process to harass another User.

Where abuse is reasonably established, miGuy may issue warnings, suspend accounts or terminate access in accordance with the Terms of Use & Service.

23. MEDIATION

Where appropriate and where both parties voluntarily agree, miGuy may facilitate or recommend mediation by an independent mediator.

Participation in mediation does not prevent either party from exercising any legal rights available under applicable law if the dispute remains unresolved.

24. ESCALATION OUTSIDE MIGUY

Where a dispute cannot be resolved through the Platform, Users remain free to pursue any lawful remedies available to them, subject to the Terms of Use & Service and applicable law.

Nothing in this Policy prevents Users from reporting matters to regulators, law enforcement agencies or courts where legally appropriate.

25. ARBITRATION

Where the Terms of Use require arbitration, disputes shall proceed in accordance with those provisions and the applicable arbitration law.

Nothing in this Policy alters any mandatory legal rights relating to access to the courts.

26. COURT PROCEEDINGS

Where litigation is permitted or required by applicable law, Users remain responsible for pursuing and defending their own legal claims.

miGuy is not obliged to fund, prosecute or defend disputes between Customers and Service Providers.

27. RECORD RETENTION

miGuy may retain complaint records, investigation materials and related information for the periods required by law or reasonably necessary for fraud prevention, legal compliance, enforcement of Platform policies and protection of legitimate business interests.

28. CONFIDENTIALITY

Users participating in complaint processes should respect the confidentiality of information disclosed during investigations, except where disclosure is required by law or reasonably necessary to protect legal rights.

29. REGULATORY COOPERATION

Asazia Technologies Limited may cooperate with regulators, law enforcement agencies and courts by preserving or disclosing relevant records where required or permitted by applicable law.

30. AMENDMENTS

Asazia Technologies Limited may amend this Policy from time to time to reflect legal developments, operational improvements or changes to the Platform. Material changes will be communicated through appropriate electronic channels.

31. CONTACT INFORMATION

Asazia Technologies Limited
P.O. Box 103403–00101
Nairobi, Kenya

Email: miguyapp@gmail.com

Questions regarding this Policy may be submitted using the above contact details or through the customer support channels available on the miGuy Platforms.

End of Dispute Resolution & Claims Policy