



## **TERMS OF USE & SERVICE AGREEMENT**

**Version 1.0**

### **Effective Date**

This Terms of Use & Service Agreement ("Agreement") becomes effective immediately upon its publication on the miGuy Platform and shall remain in force until amended, replaced or withdrawn by Asazia Technologies Limited.

### **Platform Owner**

miGuy™  
Owned and operated by  
Asazia Technologies Limited  
P.O. Box 103403–00101  
Nairobi, Kenya  
Email: [miguyapp@gmail.com](mailto:miguyapp@gmail.com)

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miGuy™, its logos, trademarks, service marks, software, website, mobile applications, graphics, user interface, business processes, verification systems, databases, algorithms, documentation, branding, and all associated intellectual property are owned exclusively by Asazia Technologies Limited unless expressly stated otherwise.

No part of this Agreement may be copied, reproduced, modified, translated, published or distributed without prior written consent from Asazia Technologies Limited.

# **TERMS OF USE & SERVICES AGREEMENT**

## **PLEASE READ THIS AGREEMENT CAREFULLY**

This Agreement constitutes a legally binding contract between you and Asazia Technologies Limited governing your access to and use of the miGuy platform, website, mobile applications and all related services.

By creating an account, accessing, downloading, browsing or using the Platform, you expressly acknowledge that you have read, understood and agree to be legally bound by this Agreement.

If you do not agree to these Terms, you must immediately discontinue using the Platform.

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# DEFINITIONS

## 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings assigned below unless the context expressly requires otherwise.

### 1.1 "Account"

Means a registered user profile created on the Platform enabling a User to access services provided through miGuy.

### 1.2 "Agreement"

Means these Terms of Use & Services together with every policy, guideline, schedule, appendix, notice, amendment, or additional terms published by Asazia Technologies Limited from time to time.

### 1.3 "Applicable Law"

Means every constitution, statute, regulation, by-law, directive, judicial decision, governmental order, regulatory requirement and legally enforceable rule applicable within the Republic of Kenya and any jurisdiction where the Platform operates.

### 1.4 "Asazia"

Means Asazia Technologies Limited, the legal owner and operator of the miGuy Platform.

### 1.5 "Booking"

Means a confirmed request initiated by a Customer through the Platform for the provision of services by a Service Provider.

### 1.6 "Business Service Provider"

Means a legally registered business entity offering professional or commercial services through the Platform.

### 1.7 "Community Standards"

Means the behavioral rules, ethical expectations and conduct guidelines established by miGuy for all Users.

### 1.8 "Content"

Means all text, photographs, videos, reviews, ratings, documents, logos, graphics, software, audio, messages, comments, listings, advertisements and other information uploaded to or available through the Platform.

## **1.9 "Customer"**

Means any individual or legal entity using the Platform to search for, request, engage, communicate with or hire a Service Provider.

## **1.10 "Dispute"**

Means any disagreement, claim, complaint or controversy arising between Users or involving the Platform.

## **1.11 "Force Majeure"**

Means any event beyond reasonable control including but not limited to natural disasters, acts of God, floods, epidemics, pandemics, cyberattacks, terrorism, war, civil unrest, strikes, government action, telecommunications failure, internet disruption or power outages.

## **1.12 "Independent Contractor"**

Means a Service Provider who is not an employee, partner, joint venturer, representative or agent of Asazia Technologies Limited.

## **1.13 "Marketplace"**

Means the digital technology platform operated by Asazia Technologies Limited that enables Customers and Service Providers to discover, communicate with, and transact directly with one another. The Marketplace does not itself perform or provide the underlying services listed by Service Providers.

## **1.14 "miGuy"**

Means the digital marketplace, including its website, mobile applications, APIs, software, databases, communication systems, verification systems, payment integrations, artificial intelligence features, trademarks and all related services owned and operated by Asazia Technologies Limited.

## **1.15 "Platform"**

Means collectively the miGuy mobile applications, website, web portals, APIs, software systems, cloud infrastructure, messaging systems, payment interfaces and every associated digital service.

## **1.16 "Professional Verification"**

Means any verification conducted by miGuy regarding documents, licences, certifications, qualifications or other credentials submitted by a Service Provider. Such verification confirms only that the submitted documentation appears authentic and complete to the extent reasonably capable of verification. It does not constitute a guarantee, endorsement, certification, warranty or representation by miGuy regarding the Service Provider's

competence, skill, honesty, legal compliance, workmanship, reliability, safety, or future performance.

### **1.17 "Service"**

Means any lawful task, work, labour, consultation, repair, installation, maintenance, delivery or professional engagement offered through the Platform.

### **1.18 "Service Agreement"**

Means the separate contract, whether oral, written or implied by conduct, entered directly between a Customer and a Service Provider regarding the scope of work, pricing, timing, deliverables and other commercial terms. Asazia Technologies Limited is not a party to any Service Agreement unless expressly stated in writing.

### **1.19 "Service Provider"**

Means any individual, sole proprietor, partnership, company, cooperative, organisation or other legal entity that offers services through the Platform.

### **1.20 "Subscription"**

Means any recurring or one-time paid plan offered by miGuy that provides enhanced Platform features, increased visibility or additional functionality. A Subscription does not create an employment relationship, agency relationship, partnership, franchise or guarantee of customer leads, bookings, revenue or business opportunities.

### **1.21 "User"**

Means any person or legal entity accessing, browsing, registering for or otherwise using the Platform, including Customers, Service Providers and visitors.

### **1.22 "User Content"**

Means any information, images, reviews, ratings, documents, videos, audio recordings, messages or other material submitted by a User to the Platform.

### **1.23 "Verified Badge"**

Means a visual indicator displayed on a Service Provider's profile signifying that certain verification criteria established by miGuy have been met. A Verified Badge is provided solely as an informational feature and shall not be interpreted as a guarantee of identity, qualifications, licensing, experience, integrity, safety, availability, reliability, legal compliance, workmanship or future performance.

## **1.24 Interpretation**

Unless the context otherwise requires:

- a. words importing the singular include the plural and vice versa;
- b. words importing one gender include every gender;
- c. references to legislation include amendments and successor legislation;
- d. headings are inserted for convenience only and shall not affect interpretation;
- e. references to "including" or "includes" shall be interpreted to mean "including without limitation";
- f. references to "written" include electronic communications;
- g. references to a person include natural persons, companies, partnerships, trusts, governmental authorities and other legal entities;
- h. any ambiguity shall not be interpreted against Asazia Technologies Limited merely because it drafted this Agreement.

# **PART A – INTRODUCTION**

## **2. ACCEPTANCE OF TERMS**

### **2.1 Binding Agreement**

These Terms of Use & Services ("Agreement") constitute a legally binding agreement between each User and **Asazia Technologies Limited**, the owner and operator of the miGuy Platform.

By accessing, browsing, downloading, installing, registering for, or otherwise using the Platform, each User acknowledges that they have read, understood, and agreed to be legally bound by this Agreement, whether or not they have created an account.

If a User does not agree with any provision of this Agreement, the User must immediately discontinue all access to and use of the Platform.

### **2.2 Capacity to Enter into a Contract**

By using the Platform, the User represents and warrants that they:

- a. possess the legal capacity to enter into a binding contract;
- b. are not prohibited by law from using the Platform;
- c. are using the Platform for lawful purposes only;
- d. have provided truthful, complete and accurate information; and
- e. shall continue to comply with this Agreement throughout their use of the Platform.

### **2.3 Electronic Acceptance**

Users acknowledge and agree that clicking any button labelled "Accept", "Agree", "Continue", "Register", "Sign Up", "Book Now", "Request Service", "Subscribe", or any similar electronic confirmation constitutes a legally binding electronic signature and acceptance of this Agreement.

Such acceptance shall fully have the same legal force and effect as a handwritten signature permitted by applicable law.

### **2.4 Continued Use**

Continued access to or use of the Platform following any amendment to this Agreement shall constitute acceptance of the revised Terms.

Users who do not agree with any amendment must immediately cease using the Platform and, where applicable, close their accounts.

## **2.5 Supplemental Policies**

This Agreement incorporates by reference all policies, notices, guidelines, standards and procedures published by miGuy, including but not limited to:

- Privacy Policy
- Cookie Policy
- Community Standards
- Trust & Verification Framework
- Payment Terms
- Cancellation Policy
- Refund Policy
- Acceptable Use Policy
- Safety Guidelines
- Intellectual Property Policy
- Any future policy published by miGuy

Each such policy forms an integral part of this Agreement.

## **2.6 Entire Relationship**

This Agreement governs every interaction between Users and miGuy unless expressly superseded by a separate written agreement signed by an authorized officer of Asazia Technologies Limited.

No verbal representation, marketing material, advertisement, customer support communication, social media content or promotional statement shall modify this Agreement unless expressly incorporated in writing.

# **3. ELIGIBILITY**

## **3.1 Minimum Age**

Only individuals who are at least eighteen (18) years of age and possess legal capacity may register for or use the Platform.

Persons below the age of eighteen may only access the Platform under the direct supervision and responsibility of a parent or legal guardian where such access is expressly permitted by law.

## **3.2 Business Accounts**

Businesses registering on the Platform represent and warrant that:

- a. they are duly incorporated, registered or otherwise legally constituted;
- b. the individual creating the account has authority to bind the business;
- c. all registration information is accurate;
- d. the business complies with all applicable licensing, taxation and regulatory requirements.

### **3.3 Geographic Availability**

The Platform is intended primarily for lawful use within jurisdictions where miGuy operates. Accessing the Platform from another jurisdiction is at the User's own initiative and risk. Users are solely responsible for compliance with local laws applicable to their location.

### **3.4 Restricted Users**

The following persons may not use the Platform:

- a. persons suspended or permanently removed by miGuy;
- b. persons using false identities;
- c. persons using stolen identities;
- d. individuals convicted of fraud where continued use presents an unacceptable risk to the Platform or its Users;
- e. sanctioned individuals or organizations prohibited by applicable law;
- f. persons attempting to evade previous suspensions;
- g. automated bots or scripts unless expressly authorized by miGuy.

### **3.5 Identity Verification**

miGuy reserves the right, at any time and without prior notice, to require Users to verify their identity through documentation, biometric verification, video verification, telephone confirmation, government databases, third-party verification providers or any other reasonable means.

Failure to complete requested verification may result in suspension, restriction or permanent termination of the account.

### **3.6 Ongoing Eligibility**

Eligibility to use the Platform is continuous.

If a User ceases to satisfy any eligibility requirement, miGuy may immediately suspend or terminate access without liability.

## **4. ABOUT MIGUY MARKETPLACE**

### **4.1 Nature of the Platform**

miGuy is a technology-enabled digital marketplace that facilitates introductions and interactions between Customers seeking services and independent Service Providers offering lawful services.

The Platform provides technology tools including, but not limited to:

- service discovery;
- provider listings;
- profile management;

- messaging functionality;
- booking facilitation;
- payment facilitation (where available);
- verification features;
- ratings and reviews;
- subscription services;
- customer support;
- trust and safety tools.

## **4.2 Technology Provider Only**

Asazia Technologies Limited is solely a technology company.

Except where expressly stated otherwise in writing, miGuy does not itself provide plumbing, electrical, construction, cleaning, transportation, beauty, repair, maintenance, healthcare, legal, accounting, security or any other professional or trade services advertised through the Platform.

## **4.3 Independent Marketplace**

The Platform merely facilitates opportunities for Customers and Service Providers to locate one another.

All negotiations relating to:

- pricing;
- timing;
- scope of work;
- materials;
- warranties;
- insurance;
- workmanship;
- project specifications;
- variations;
- completion dates;
- payment arrangements;

are matters exclusively between the Customer and the Service Provider.

## **4.4 No Party to Transactions**

Unless expressly stated in writing, Asazia Technologies Limited is not a party to any Service Agreement entered into between a Customer and a Service Provider.

Accordingly, miGuy bears no contractual responsibility for:

- performance of services;
- quality of work;
- completion of work;

- project delays;
- payment disputes;
- workmanship;
- defective work;
- negligence;
- breach of contract;
- fraud;
- criminal conduct;
- professional misconduct;
- licensing issues;
- property damage;
- personal injury; or
- any other act or omission of any User.

## **4.5 No Control Over Services**

miGuy does not supervise, manage, direct or control how Service Providers perform their work.

Service Providers determine independently:

- how work is performed;
- equipment used;
- methods employed;
- working hours;
- assistants engaged;
- subcontractors appointed;
- pricing;
- business operations.

## **4.6 Platform Evolution**

miGuy reserves the unrestricted right to introduce, modify, suspend or discontinue any feature, functionality or service at any time without prior notice.

Such modifications shall not give rise to any liability on the part of Asazia Technologies Limited.

# **5. NATURE OF SERVICES**

## **5.1 Marketplace Services**

The services provided by miGuy consist solely of digital marketplace functionality.

These services include facilitating connections between Users and enabling them to communicate and transact directly.

## **5.2 No Professional Advice**

Nothing available on the Platform constitutes legal, engineering, architectural, accounting, tax, financial, medical, safety or other professional advice.

Users must obtain independent professional advice appropriate to their circumstances.

## **5.3 No Guarantee of Outcomes**

miGuy does not warrant or guarantee that:

- a Customer will find a suitable Service Provider;
- a Service Provider will obtain customers;
- any booking will occur;
- any project will be completed;
- any service will meet expectations;
- any User will act honestly;
- any User will fulfil contractual obligations;
- any project will be profitable;
- any information provided by Users is complete, current or accurate.

## **5.4 No Warranty of Competence**

Verification, subscriptions, profile completion, ratings, reviews, badges or platform visibility shall never be interpreted as certification of a Service Provider's:

- competence;
- integrity;
- financial stability;
- qualifications;
- licensing;
- experience;
- legal compliance;
- safety;
- workmanship; or
- future performance.

Customers remain solely responsible for conducting their own due diligence before engaging any Service Provider.

## **5.5 Customer Due Diligence**

Customers are strongly encouraged to independently verify, where appropriate:

- licences;
- permits;
- insurance;
- references;
- previous work;

- qualifications;
- certifications;
- pricing;
- identity; and
- suitability for the intended project.

Failure by a Customer to undertake appropriate due diligence shall not create liability for miGuy.

## **5.6 Assumption of Risk**

Users acknowledge that engaging strangers for services, granting access to private premises, exchanging payments, transporting property, or performing physical work inherently involves risk.

Each User voluntarily assumes all such risks associated with their use of the Platform.

## **5.7 No Guarantee of Continuous Availability**

The Platform is provided on an "as available" and "as is" basis.

miGuy does not guarantee uninterrupted availability, error-free operation, compatibility with every device, continuous uptime or freedom from technical defects.

## **5.8 Future Services**

Asazia Technologies Limited may introduce additional services including payment processing, financing, insurance partnerships, escrow services, AI-powered recommendations, logistics support, warranties, memberships, subscriptions or other products.

Unless expressly stated otherwise, the introduction of such services shall not alter miGuy's status as a technology marketplace nor create responsibility for the underlying services performed by independent Service Providers.

## **PART B – PLATFORM RELATIONSHIP**

### **6. MARKETPLACE DISCLAIMER**

#### **6.1 Neutral Technology Platform**

miGuy is an online technology marketplace owned and operated by **Asazia Technologies Limited**. The Platform exists solely to facilitate introductions, communication, bookings and commercial transactions between independent Customers and independent Service Providers.

miGuy does not employ, engage, manage, supervise, train, direct or control Service Providers.

#### **6.2 No Provision of Underlying Services**

Except where expressly stated in a separate written agreement executed by Asazia Technologies Limited, miGuy does not provide, perform, undertake or contract to perform any services advertised on the Platform.

All services listed on the Platform are offered exclusively by independent Service Providers.

#### **6.3 No Contract for Performance of Services**

When a Customer books or engages a Service Provider through the Platform, the resulting Service Agreement is entered into solely between the Customer and the Service Provider.

Asazia Technologies Limited is not a party to that agreement and assumes no contractual obligations arising from it.

#### **6.4 Marketplace Function Only**

The Platform's functions include, but are not limited to:

- a. publishing service listings;
- b. facilitating communication;
- c. enabling bookings;
- d. facilitating payments where available;
- e. providing verification features;
- f. maintaining user accounts;
- g. providing trust and safety tools;
- h. collecting ratings and reviews;
- i. offering subscriptions and promotional services; and
- j. providing general customer support relating to Platform functionality.

These functions do not constitute the provision of the underlying services offered by Service Providers.

## **6.5 No Guarantee of Service Availability**

miGuy does not guarantee that any Service Provider will:

- accept a booking;
- remain available;
- respond promptly;
- complete a project;
- honour quoted prices;
- attend appointments; or
- continue offering services through the Platform.

## **6.6 No Warranty of Performance**

miGuy does not warrant or guarantee:

- workmanship;
- professional competence;
- project completion;
- timeliness;
- safety;
- legality;
- licensing;
- customer satisfaction;
- commercial success; or
- fitness for any particular purpose.

## **6.7 User Responsibility**

Each User remains solely responsible for all decisions made through the Platform, including whether to engage another User, enter into a Service Agreement, make payments, permit access to property, or provide services.

## **6.8 No Endorsement**

The appearance of a Service Provider on the Platform, whether featured, promoted, highly rated, verified or subscribed, shall not constitute an endorsement, recommendation or guarantee by miGuy.

## **6.9 Independent Decision Making**

Customers are solely responsible for determining whether a Service Provider is suitable for their requirements.

Service Providers are solely responsible for determining whether to accept any Customer or booking request.

## **6.10 No Fiduciary Duties**

Nothing contained in this Agreement creates any fiduciary obligations owed by miGuy to any User.

miGuy owes no duty to maximize business opportunities, earnings, bookings or commercial success for any User.

## **7. NO EMPLOYMENT RELATIONSHIP**

### **7.1 Independent Contractors**

Every Service Provider using the Platform operates as an independent contractor or independent business.

Nothing contained in this Agreement shall be interpreted as creating an employment relationship between Asazia Technologies Limited and any Service Provider.

### **7.2 No Employer Responsibilities**

Asazia Technologies Limited shall have no responsibility for:

- salaries;
- wages;
- overtime;
- leave;
- pensions;
- gratuities;
- severance;
- statutory deductions;
- employment benefits;
- workplace injuries;
- workers' compensation;
- disciplinary procedures;
- occupational health obligations;
- labour disputes; or
- employment taxes relating to Service Providers.

### **7.3 No Direction or Control**

Service Providers determine independently:

- a. working hours;
- b. work methods;
- c. pricing;
- d. equipment;
- e. uniforms;
- f. assistants;
- g. subcontractors;

- h. materials;
- i. transportation; and
- j. business operations.

miGuy exercises no control over how services are performed.

## **7.4 No Exclusivity**

Service Providers may advertise or provide services through competing platforms or independently.

miGuy does not require exclusivity unless agreed separately in writing.

## **7.5 Taxes**

Service Providers remain solely responsible for:

- income tax;
- VAT obligations;
- business permits;
- statutory remittances;
- licences;
- payroll obligations;
- accounting records; and
- all other taxes or regulatory obligations arising from their business activities.

## **7.6 Employees of Businesses**

Where a Business Service Provider engages employees, subcontractors or agents, such persons remain exclusively under the control and responsibility of that Business Service Provider.

miGuy shall bear no responsibility for their conduct or employment.

# **8. NO AGENCY, PARTNERSHIP OR JOINT VENTURE**

## **8.1 No Agency**

Nothing contained in this Agreement shall create an agency relationship between:

- miGuy and any Customer;
- miGuy and any Service Provider; or
- any Customer and any Service Provider.

No User has authority to bind Asazia Technologies Limited.

## **8.2 No Partnership**

Use of the Platform shall not create a partnership between miGuy and any User.

## **8.3 No Joint Venture**

The Platform does not establish any joint venture, franchise, cooperative or commercial association between miGuy and any User.

## **8.4 No Representation**

No User may represent that they:

- work for miGuy;
- represent miGuy;
- speak on behalf of miGuy;
- have authority to bind miGuy;
- are employees of miGuy; or
- are officially endorsed beyond the specific verification status displayed on the Platform.

## **8.5 Misrepresentation**

Users shall not display miGuy branding, logos, uniforms, identification cards, vehicle branding or marketing materials in any manner suggesting employment or agency unless expressly authorized in writing by Asazia Technologies Limited.

## **8.6 Unauthorized Commitments**

Any promise, guarantee, warranty, discount or representation made by a User shall bind only that User. Such commitments shall not impose obligations upon miGuy.

## **8.7 Separate Businesses**

Every Service Provider operates an independent business.

Customers engage those businesses directly.

miGuy merely provides the digital infrastructure through which such engagements may occur.

# **9. CUSTOMER RESPONSIBILITIES**

## **9.1 Independent Evaluation**

Customers shall independently evaluate every Service Provider before engagement.

## **9.2 Accurate Information**

Customers shall provide truthful, complete and accurate information regarding requested services.

## **9.3 Safe Working Environment**

Customers shall provide Service Providers with a reasonably safe environment in which to perform services. Customers remain responsible for hazards existing on their premises.

## **9.4 Lawful Requests**

Customers shall request only lawful services. Requests involving illegal, fraudulent or dangerous activities are strictly prohibited.

## **9.5 Cooperation**

Customers shall cooperate reasonably with Service Providers by:

- providing access where agreed;
- supplying necessary information;
- making timely decisions;
- honouring payment obligations; and
- complying with applicable laws.

## **9.6 Independent Contracts**

Customers acknowledge that they enter Service Agreements voluntarily and at their own discretion.

## **9.7 Due Diligence**

Customers are responsible for conducting appropriate due diligence before engaging any Service Provider. Failure to undertake such due diligence shall not create liability for miGuy.

# **10. SERVICE PROVIDER RESPONSIBILITIES**

## **10.1 Independent Business Operations**

Each Service Provider is solely responsible for operating their business professionally and lawfully.

## **10.2 Qualifications**

Service Providers represent and warrant that they possess the qualifications, licences, permits, experience and competence required for services they advertise.

## **10.3 Compliance**

Service Providers shall comply with:

- all applicable laws;
- licensing requirements;
- tax obligations;
- health and safety regulations;
- consumer protection laws;
- environmental regulations; and
- professional standards applicable to their trade.

## **10.4 Accuracy of Listings**

Service Providers shall ensure that all information displayed on their profiles is accurate, current and not misleading.

## **10.5 Insurance**

Where appropriate for the nature of their services, Service Providers are strongly encouraged, and where required by law, obligated, to maintain adequate insurance, including public liability, professional indemnity, employer's liability, motor vehicle insurance and any other insurance applicable to their business activities.

Failure by miGuy to verify or request proof of insurance shall not be interpreted as a representation that such insurance exists or is adequate.

## **10.6 Professional Conduct**

Service Providers shall perform services professionally, ethically and respectfully.

## **10.7 Responsibility for Work**

Service Providers bear sole responsibility for:

- workmanship;
- project outcomes;
- delays;
- defects;
- negligence;
- omissions;
- subcontractors;
- employees;
- assistants;
- materials supplied;
- tools used; and
- warranties offered.

## **10.8 No Reliance**

Service Providers acknowledge that registration on the Platform does not guarantee:

- customers;
- income;
- profitability;
- business growth;
- rankings;
- marketing exposure; or
- continued access to the Platform.

## **10.9 Independent Commercial Risk**

Each Service Provider assumes all commercial risks associated with operating their business through the Platform, including fluctuations in demand, competition, customer preferences, cancellations and market conditions.

## **PART C – REGISTRATION & VERIFICATION**

### **11. REGISTRATION REQUIREMENTS**

#### **11.1 Account Registration**

To access certain features of the Platform, a User must register for an account and provide all information requested during the registration process.

The User represents and warrants that all information submitted during registration is true, complete, accurate and not misleading.

#### **11.2 One Account Per User**

Unless expressly authorized by miGuy in writing, each natural person may maintain only one individual account, and each legal entity may maintain only one business account for the same business.

miGuy reserves the right to merge, suspend or permanently close duplicate accounts.

#### **11.3 Required Information**

Depending on the type of account, miGuy may require any combination of the following:

- Full legal name;
- Business name;
- National identification number or passport number;
- Certificate of incorporation or business registration documents;
- Tax registration details;
- Physical location;
- Postal address;
- Email address;
- Mobile telephone number;
- Selfie or biometric verification;
- Professional qualifications;
- Trade licences;
- Regulatory licences;
- Professional body membership;
- Bank or mobile money payment details;
- Emergency contact information; and
- Any other information reasonably required for verification, regulatory compliance, fraud prevention, platform security or operational purposes.

#### **11.4 Ongoing Accuracy**

Users shall promptly update any information that becomes inaccurate, outdated or incomplete.

Failure to maintain accurate account information may result in suspension or termination of Platform access.

## **11.5 Security of Credentials**

Users are solely responsible for safeguarding their usernames, passwords, authentication credentials, one-time passwords (OTPs), authentication devices and any other account security mechanisms.

Any activity occurring under a User's account shall be deemed to have been authorized by that User unless proven otherwise.

Users shall notify miGuy immediately upon becoming aware of any unauthorized access or suspected compromise.

## **11.6 Right to Refuse Registration**

Asazia Technologies Limited reserves the absolute discretion to approve, decline or defer any registration application without providing reasons, except where disclosure is required by applicable law.

Nothing in this Agreement obligates miGuy to accept any individual or business onto the Platform.

# **12. IDENTITY VERIFICATION (KYC)**

## **12.1 Purpose of Verification**

Identity verification is conducted to enhance trust, reduce fraud, promote user safety, comply with legal and regulatory requirements and protect the integrity of the Platform.

Verification is a platform risk-management measure and not a guarantee of a User's honesty, competence or future conduct.

## **12.2 Verification Methods**

miGuy may verify Users through one or more methods, including:

- a. government-issued identity documents;
- b. passports;
- c. biometric verification;
- d. facial recognition technology;
- e. live selfie comparison;
- f. telephone verification;
- g. email verification;
- h. one-time passwords (OTP);
- i. payment instrument verification;
- j. business registration records;
- k. regulatory databases;

- l. trusted third-party identity providers;
- m. publicly available records; and
- n. any other lawful verification method deemed appropriate.

### **12.3 Additional Verification**

miGuy may request additional documentation or information at any time before or after registration where reasonably necessary to:

- verify identity;
- investigate fraud;
- comply with legal obligations;
- resolve disputes;
- protect Users;
- safeguard Platform integrity; or
- address suspicious activity.

### **12.4 Refusal to Verify**

Where a User declines, delays or fails to complete requested verification, miGuy may, without liability:

- suspend the account;
- restrict Platform functionality;
- remove listings;
- prevent bookings;
- withhold verification status;
- refuse payments where legally permitted; or
- terminate the account.

### **12.5 Verification Does Not Constitute Certification**

Completion of identity verification confirms only that the verification requirements established by miGuy were satisfied at the time of verification based on the information reasonably available.

Verification shall not constitute:

- certification;
- endorsement;
- recommendation;
- guarantee of identity beyond the verification process;
- guarantee of lawful conduct;
- guarantee against fraud;
- guarantee of competence;
- guarantee of future behaviour; or
- acceptance of liability by miGuy.

## **13. PROFESSIONAL VERIFICATION & VERIFIED BADGES**

### **13.1 Verification Framework**

miGuy may establish one or more categories of verification, including but not limited to:

- Identity Verified;
- Professional Verified;
- Business Verified;
- Premium Verified;
- Trusted Provider;
- Elite Provider; or
- any future verification category determined by miGuy.

The criteria, benefits and appearance of each category may be amended from time to time.

### **13.2 Supporting Documents**

To obtain a verification badge, a Service Provider may be required to submit documents including:

- government-issued identification;
- academic certificates;
- trade certificates;
- professional licences;
- business permits;
- certificates of incorporation;
- tax compliance documents;
- insurance certificates;
- regulatory approvals;
- police clearance certificates where appropriate;
- portfolio evidence;
- references; or
- any other documentation reasonably requested by miGuy.

### **13.3 Nature of Verification**

Verification is an informational feature intended to assist Users in making informed decisions.

A verification badge does not represent or warrant that the Service Provider:

- is the best available provider;
- possesses superior skills;
- will perform satisfactorily;
- complies with all applicable laws at all times;
- remains licensed indefinitely;

- has no criminal history;
- is financially stable;
- maintains insurance;
- is free from complaints; or
- will continue to satisfy verification requirements after the badge is issued.

### **13.4 Discretionary Nature of Verification**

Verification is a privilege and not a right.

miGuy may approve, decline, suspend, revoke or modify any verification status at its sole discretion where it reasonably believes such action is necessary to protect Users, the Platform or the public interest.

### **13.5 Expiry of Verification**

Verification may expire periodically.

Service Providers may be required to renew verification by submitting updated information or documentation.

Failure to complete renewal may result in automatic removal of the verification badge.

### **13.6 Revocation**

miGuy may revoke verification immediately where it reasonably believes that:

- false information was submitted;
- documents have expired;
- licences have lapsed;
- fraudulent conduct has occurred;
- material complaints have arisen;
- criminal conduct is reasonably suspected;
- regulatory action has been taken;
- platform policies have been violated; or
- continued verification would present an unacceptable risk.

Revocation of verification shall not necessarily terminate the User's account.

### **13.7 No Reliance**

Users acknowledge that they shall not rely exclusively upon verification badges when deciding whether to engage another User.

Users remain responsible for conducting appropriate due diligence based on the nature, complexity and value of the proposed services.

## **14. LICENSING, REGULATORY COMPLIANCE & PROFESSIONAL STANDARDS**

### **14.1 Responsibility of Service Providers**

Each Service Provider bears sole responsibility for obtaining, maintaining and renewing all licences, permits, certifications, registrations, approvals and authorizations required to lawfully provide their services.

### **14.2 Compliance with Laws**

Service Providers shall always comply with:

- the Constitution of Kenya;
- all applicable statutes and regulations;
- county government licensing requirements;
- occupational health and safety laws;
- environmental laws;
- tax laws;
- consumer protection laws;
- data protection laws;
- anti-corruption laws; and
- any applicable professional codes of conduct.

### **14.3 Regulated Professions**

Where a service falls within a regulated profession or occupation, the Service Provider represents and warrants that they possess all legally required qualifications, registrations and practising certificates.

The Service Provider shall immediately notify miGuy of any suspension, cancellation or expiry of such credentials.

### **14.4 No Regulatory Supervision by miGuy**

miGuy is not a professional regulator, licensing authority or certification body.

The Platform does not supervise compliance with professional standards on an ongoing basis.

Any review of licences or credentials by miGuy is limited to the documents submitted and shall not create any legal duty to monitor or enforce continued compliance.

### **14.5 Audit Rights**

To protect Platform integrity, miGuy may request updated licences, permits or compliance documents at any time.

Failure to provide requested documentation within the specified period may result in suspension or removal from the Platform.

## **15. FRAUD PREVENTION, PLATFORM SECURITY & ENFORCEMENT**

### **15.1 Fraud Prevention**

Users shall not engage in any fraudulent, deceptive, misleading or dishonest conduct while using the Platform.

### **15.2 Prohibited Conduct**

Without limitation, Users shall not:

- impersonate another person or business;
- submit forged documents;
- use stolen identities;
- manipulate ratings or reviews;
- create fake accounts;
- use automated bots without authorization;
- evade Platform restrictions;
- interfere with security systems;
- attempt unauthorized access to accounts or data;
- submit false insurance information;
- provide fraudulent payment details; or
- engage in any activity intended to deceive Users or miGuy.

### **15.3 Monitoring**

To the extent permitted by law, miGuy may monitor Platform activity, communications, transactions and account behaviour for security, fraud detection, quality assurance, regulatory compliance and enforcement purposes.

Such monitoring does not create a duty to monitor every activity or prevent every instance of misconduct.

### **15.4 Cooperation with Authorities**

Where required or permitted by applicable law, miGuy may cooperate with courts, regulators and law enforcement agencies by providing information relevant to investigations, legal proceedings or compliance obligations.

### **15.5 Preservation of Records**

miGuy may retain account information, communications, verification records and transaction logs for such periods as it considers reasonably necessary to:

- comply with legal obligations;
- resolve disputes;
- investigate misconduct;
- protect Platform integrity;
- defend legal claims; or
- enforce this Agreement.

## **15.6 Enforcement Measures**

Where miGuy reasonably believes that a User has violated this Agreement or applicable law, miGuy may take one or more enforcement actions, including:

- a. issuing a warning;
- b. requiring corrective action;
- c. removing content;
- d. suspending listings;
- e. withholding verification status;
- f. restricting account functionality;
- g. suspending or terminating the account;
- h. reporting the matter to competent authorities where appropriate; and
- i. taking any other lawful action reasonably necessary to protect the Platform, its Users or the public.

The exercise of any enforcement measure by miGuy shall not prejudice any other rights or remedies available under this Agreement or applicable law.

## **PART D – BOOKINGS & PAYMENTS**

### **16. BOOKINGS**

#### **16.1 Booking Requests**

Customers may request services through the Platform by selecting a Service Provider and submitting a booking request containing the required information.

Submission of a booking request does not constitute acceptance by the Service Provider.

#### **16.2 Acceptance of Bookings**

A booking shall only become confirmed when the Service Provider expressly accepts the request through the Platform or by any other method recognized by miGuy.

Service Providers retain sole discretion to accept or decline booking requests.

#### **16.3 Service Agreement**

Upon confirmation of a booking, a separate Service Agreement is formed directly between the Customer and the Service Provider.

Asazia Technologies Limited is not a party to that Service Agreement and assumes no obligations arising therefrom.

#### **16.4 Scope of Work**

The Customer and the Service Provider are solely responsible for agreeing upon:

- a. the scope of work;
- b. specifications;
- c. timelines;
- d. labour requirements;
- e. materials to be supplied;
- f. warranties;
- g. variations;
- h. milestones;
- i. completion standards; and
- j. any other commercial terms applicable to the engagement.

#### **16.5 Changes to Bookings**

Any amendment to a booking after confirmation shall require the mutual agreement of both the Customer and the Service Provider.

miGuy shall not be liable for disputes arising from changes made before, during or after the performance of services.

## **16.6 Failure to Perform**

Where either party fails to perform their obligations under a Service Agreement, the affected party shall pursue remedies directly against the other party.

Unless expressly required by law or by a separate written undertaking, miGuy shall have no obligation to compensate either party for losses arising from non-performance.

## **16.7 Completion of Services**

The determination that a service has been completed, partially completed or satisfactorily completed shall primarily rest between the Customer and the Service Provider.

Any platform functionality allowing a User to mark a job as completed is provided for administrative convenience only and shall not constitute certification or acceptance of the quality of the work by miGuy.

# **17. PRICING**

## **17.1 Pricing Determination**

Unless otherwise specified by miGuy for a particular feature or category, all prices displayed for services are determined solely by the Service Provider.

miGuy does not fix, negotiate or guarantee service prices.

## **17.2 Estimates**

Any quotations, estimates, price ranges or indicative costs displayed on the Platform are provided for informational purposes only.

Actual charges may vary depending on the complexity, duration, location, materials, unforeseen conditions, additional requests or other factors agreed upon between the Customer and the Service Provider.

## **17.3 Additional Charges**

The Customer acknowledges that additional charges may arise where:

- the scope of work changes;
- additional materials are required;
- unforeseen conditions are encountered;
- emergency services are requested;
- work extends beyond the agreed duration; or
- both parties mutually agree to additional services.

Such additional charges are matters solely between the Customer and the Service Provider.

## **17.4 Taxes**

Unless expressly stated otherwise, all prices are exclusive of taxes, duties, levies or government charges that may apply.

Each User remains solely responsible for determining and complying with their respective tax obligations.

## **17.5 Pricing Errors**

Where an obvious pricing error has occurred due to a technical malfunction, typographical mistake or system error, miGuy reserves the right to correct such error without liability.

# **18. PAYMENTS**

## **18.1 Payment Methods**

The Platform may support one or more payment methods, including but not limited to:

- mobile money;
- debit cards;
- credit cards;
- bank transfers;
- digital wallets;
- escrow services;
- third-party payment processors; or
- any other payment solution introduced by miGuy.

Availability of payment methods may vary by jurisdiction, service category or User type.

## **18.2 Marketplace Payment Facilitation**

Where miGuy facilitates payments through the Platform, it does so solely as a technology intermediary.

Payment facilitation shall not make miGuy:

- the seller of services;
- the purchaser of services;
- the employer of the Service Provider;
- a guarantor of payment;
- a guarantor of performance; or
- a party to the underlying Service Agreement.

## **18.3 Third-Party Payment Providers**

Payment processing may be performed by independent third-party financial institutions or payment service providers.

miGuy is not responsible for:

- payment network failures;
- banking delays;
- transaction reversals;
- processor downtime;
- exchange rate fluctuations;
- declined transactions;
- mobile money interruptions; or
- errors attributable to third-party payment providers.

## **18.4 Authorization**

By initiating a payment through the Platform, the Customer authorizes miGuy and its authorized payment partners to process the transaction in accordance with the Customer's instructions.

## **18.5 Receipts**

Electronic receipts generated by the Platform are issued for record-keeping purposes only and do not constitute tax invoices unless expressly stated.

Users remain responsible for obtaining any documentation required for accounting or tax compliance.

## **18.6 Future Financial Services**

miGuy reserves the right to introduce additional financial services, including escrow arrangements, milestone payments, recurring billing, financing, insurance products, digital wallets or other payment-related features.

The introduction of such services shall not alter the independent contractual relationship between Customers and Service Providers unless expressly provided in separate terms.

# **19. CANCELLATIONS**

## **19.1 Customer Cancellations**

A Customer may cancel a booking in accordance with the cancellation policy applicable to the relevant service category.

Late cancellations may attract cancellation fees where disclosed before confirmation of the booking.

## **19.2 Service Provider Cancellations**

A Service Provider shall use reasonable efforts to honour confirmed bookings.

Where cancellation becomes necessary, the Service Provider shall notify the Customer as soon as reasonably practicable.

Repeated cancellations may result in reduced platform visibility, suspension or other enforcement measures.

### **19.3 Platform Cancellations**

miGuy reserves the right to suspend or cancel bookings where reasonably necessary to:

- investigate fraud;
- protect Users;
- comply with legal obligations;
- respond to emergencies;
- address security risks;
- enforce Platform policies; or
- protect the integrity of the Platform.

Such action shall not create liability for miGuy where exercised reasonably and in good faith.

### **19.4 Cancellation Fees**

Where cancellation fees apply, they shall be determined in accordance with the applicable policy communicated to Users before confirmation of the booking.

### **19.5 Exceptional Circumstances**

miGuy may, in its sole discretion, waive cancellation consequences in exceptional circumstances including:

- natural disasters;
- serious illness;
- death of an immediate family member;
- government restrictions;
- civil unrest;
- severe weather;
- security incidents; or
- other circumstances reasonably determined by miGuy to justify relief.

Nothing in this clause obligates miGuy to provide compensation or assume liability for the underlying Service Agreement.

## **20. REFUNDS**

### **20.1 General Principle**

Refunds, where applicable, shall be administered in accordance with the Refund Policy published by miGuy and any applicable laws.

## **20.2 Marketplace Position**

Unless expressly stated otherwise, miGuy does not guarantee refunds in relation to dissatisfaction with services performed by independent Service Providers.

Questions concerning workmanship, service quality, delays or contractual performance shall ordinarily be resolved directly between the Customer and the Service Provider.

## **20.3 Discretionary Assistance**

Where appropriate, miGuy may facilitate communication or assist in resolving disputes between Users.

Such assistance is voluntary and does not create any legal obligation to investigate, adjudicate or compensate either party.

## **20.4 Fraudulent Transactions**

Where a payment is reasonably believed to have been made through fraud, unauthorized access or stolen payment credentials, miGuy may suspend the transaction pending investigation and cooperate with relevant financial institutions and authorities.

# **21. CHARGEBACKS & PAYMENT DISPUTES**

## **21.1 Chargebacks**

Customers shall not initiate unjustified chargebacks or payment reversals after receiving services.

Improper chargebacks may result in account suspension, recovery proceedings or other enforcement measures.

## **21.2 Cooperation**

Users agree to cooperate fully in any investigation relating to payment disputes, chargebacks or suspected fraudulent transactions.

Failure to cooperate may result in suspension or termination of Platform access.

## **21.3 Recovery of Losses**

Where miGuy incurs costs, penalties, administrative charges or losses arising from a User's fraudulent or wrongful chargeback, the responsible User shall indemnify miGuy for all resulting losses, including reasonable legal and recovery costs.

## **21.4 Right of Set-Off**

To the extent permitted by applicable law, miGuy may offset any amounts owed to it by a User against funds otherwise payable to that User through the Platform.

# **22. TAXES, FEES & PLATFORM CHARGES**

## **22.1 Platform Fees**

miGuy may charge service fees, subscription fees, convenience fees, promotional fees, payment processing fees or other Platform charges.

Applicable fees shall be disclosed before they become payable.

## **22.2 Government Taxes**

Users are solely responsible for reporting, collecting, remitting and paying any taxes applicable to their activities, including income tax, value added tax (VAT), withholding tax or other statutory obligations.

Nothing in this Agreement shall be interpreted as creating a tax agency relationship between miGuy and any User.

## **22.3 No Tax Advice**

Information provided by miGuy regarding taxes is for general informational purposes only and shall not constitute legal, accounting or tax advice.

Users should obtain independent professional advice where appropriate.

## **22.4 Regulatory Compliance**

Users acknowledge that miGuy may comply with lawful obligations relating to taxation, anti-money laundering, counter-terrorism financing, sanctions, financial reporting or similar regulatory requirements, including the collection, verification and disclosure of information where required by law.

## **22.5 Modification of Fees**

Asazia Technologies Limited reserves the right to introduce, amend or discontinue Platform fees at any time upon providing reasonable notice through the Platform or by other appropriate means.

Continued use of the Platform after such notice constitutes acceptance of the revised fees.

## **PART E – TRUST, SAFETY & USER CONDUCT**

### **23. USER CONDUCT**

#### **23.1 General Standard of Conduct**

All Users shall conduct themselves honestly, professionally, respectfully and lawfully while using the Platform.

Users shall act in good faith and in a manner that promotes trust, safety and confidence within the miGuy marketplace.

#### **23.2 Compliance with Law**

Users shall comply with all applicable laws, regulations, governmental directives, professional standards and licensing requirements while using the Platform.

No User shall use the Platform for any unlawful purpose or to facilitate unlawful conduct.

#### **23.3 Respectful Behaviour**

Users shall treat one another with dignity and respect.

The following conduct is strictly prohibited:

- a. abusive language;
- b. threats;
- c. intimidation;
- d. harassment;
- e. bullying;
- f. discrimination;
- g. hate speech;
- h. stalking;
- i. coercion;
- j. retaliation against another User for exercising their legal rights.

#### **23.4 Professional Conduct**

Service Providers shall perform services professionally and courteously.

Customers shall interact with Service Providers respectfully and shall not subject them to abusive or unsafe working conditions.

#### **23.5 Honest Communications**

Users shall ensure that all communications made through the Platform are truthful, accurate and not misleading.

False statements regarding qualifications, pricing, availability, experience, reviews or completed work are prohibited.

## **23.6 Protection of Reputation**

Users shall not knowingly publish false, malicious or defamatory statements concerning another User or miGuy.

Nothing in this clause restricts a User from making truthful statements, submitting honest reviews or reporting concerns to competent authorities.

## **24. PROHIBITED ACTIVITIES**

### **24.1 General Prohibition**

Users shall not use the Platform in any manner that is unlawful, fraudulent, harmful or inconsistent with this Agreement.

### **24.2 Fraud and Deception**

Users shall not:

- a. impersonate another individual or business;
- b. create fictitious identities;
- c. submit forged documents;
- d. provide false qualifications;
- e. falsify reviews or ratings;
- f. manipulate search rankings;
- g. engage in identity theft;
- h. use stolen payment instruments;
- i. conceal material information; or
- j. otherwise deceive Users or miGuy.

### **24.3 Platform Abuse**

Users shall not:

- a. interfere with Platform functionality;
- b. introduce malware, viruses or malicious code;
- c. scrape, harvest or extract Platform data without authorization;
- d. reverse engineer Platform software except where permitted by law;
- e. overload Platform infrastructure;
- f. bypass security measures;
- g. gain unauthorized access to accounts or systems;
- h. use automated tools without prior written authorization.

## **24.4 Illegal Services**

The Platform shall not be used to advertise, request, facilitate or perform services that are unlawful under applicable law.

Without limitation, Users shall not use the Platform in connection with:

- human trafficking;
- forced labour;
- child labour;
- prostitution or sexual exploitation;
- illegal gambling;
- money laundering;
- terrorist activities;
- corruption or bribery;
- drug trafficking;
- illegal wildlife trade;
- counterfeiting;
- trafficking in stolen property;
- unauthorized surveillance;
- cybercrime; or
- any other criminal enterprise.

## **24.5 Dangerous Activities**

Users shall not request or provide services intended to:

- manufacture unlawful weapons;
- construct illegal explosive devices;
- facilitate violent criminal conduct;
- intentionally damage property;
- evade law enforcement;
- conceal criminal activity; or
- otherwise endanger public safety.

## **24.6 Off-Platform Circumvention**

To the extent permitted by applicable law, miGuy may establish policies governing attempts to circumvent Platform systems in order to avoid legitimate Platform fees or contractual obligations.

Nothing in this clause prevents Users from communicating or contracting outside the Platform where such conduct is lawful and does not violate any enforceable contractual obligations accepted by the Users.

# **25. SAFETY OBLIGATIONS**

## **25.1 Shared Responsibility**

Safety is a shared responsibility between Customers and Service Providers. Each User shall take reasonable precautions appropriate to the nature of the services being performed.

## **25.2 Customer Responsibilities**

Customers shall:

- a. provide reasonably safe access to the work site;
- b. disclose known hazards relevant to the work;
- c. keep children and vulnerable persons away from dangerous work areas where reasonably practicable;
- d. ensure that pets or animals are appropriately controlled where necessary for safety;
- e. comply with lawful safety instructions reasonably related to the performance of the services.

## **25.3 Service Provider Responsibilities**

Service Providers shall:

- a. perform services using reasonable care and skill;
- b. comply with applicable occupational health and safety laws;
- c. use appropriate tools and equipment;
- d. wear personal protective equipment where reasonably required;
- e. stop work where continuing would create an imminent and serious risk of injury or unlawful conduct.

## **25.4 Unsafe Conditions**

A Service Provider may refuse to commence or continue work where the working environment presents an unreasonable risk to health, safety or security.

Similarly, a Customer may terminate access where a Service Provider presents an immediate threat to persons or property.

## **25.5 Emergencies**

In emergencies involving imminent danger to life, serious injury, fire, gas leaks, structural collapse, criminal violence or similar situations, Users should first contact the appropriate emergency services.

The Platform is not an emergency response service and must not be relied upon as a substitute for police, ambulance, fire or other emergency assistance.

# **26. HARASSMENT, DISCRIMINATION & INAPPROPRIATE CONDUCT**

## **26.1 Equal Treatment**

Users shall treat one another fairly without unlawful discrimination based on characteristics protected by applicable law.

## **26.2 Sexual Harassment**

Sexual harassment in any form is strictly prohibited.

This includes, without limitation:

- unwanted sexual advances;
- requests for sexual favours;
- sexually explicit messages;
- unwanted physical contact;
- coercive behaviour;
- sexually offensive comments; and
- sharing intimate images without consent.

## **26.3 Violence and Threats**

Users shall not threaten, assault, intimidate or commit acts of violence against any other person in connection with the Platform.

## **26.4 Alcohol and Drug Impairment**

Users shall not perform or request services while materially impaired by alcohol, illegal drugs or any substance that significantly compromises the safe performance of the services.

This clause does not prohibit the lawful use of prescribed medication where the User remains fit to perform or receive the relevant services safely.

## **26.5 Reporting**

Users are encouraged to report suspected violations of this Agreement through the reporting tools provided by miGuy. Submission of a report does not guarantee any particular investigative outcome or enforcement action.

# **27. CRIMINAL CONDUCT & LAW ENFORCEMENT**

## **27.1 Zero-Tolerance**

The Platform shall not be used to facilitate criminal activity.

## **27.2 Reporting to Authorities**

Where permitted or required by law, miGuy may report suspected criminal activity to competent authorities and cooperate with lawful investigations.

## **27.3 Preservation of Evidence**

To the extent permitted by law, miGuy may preserve relevant account information, communications, transaction records, photographs, documents and other electronic records for investigative or legal purposes.

Such preservation does not create a duty to investigate every allegation.

## **27.4 No Guarantee of Background Screening**

Unless expressly stated for a particular verification programme, miGuy does not conduct comprehensive criminal background investigations of every User.

Users acknowledge that verification features should not be relied upon as evidence that another User has no criminal history or presents no safety risk.

## **27.5 User Responsibility**

Each User remains responsible for exercising reasonable judgment and taking appropriate precautions when meeting or engaging another User.

# **28. PLATFORM ENFORCEMENT & SAFETY MEASURES**

## **28.1 Investigations**

miGuy may investigate suspected violations of this Agreement, complaints, fraudulent conduct, safety concerns or misuse of the Platform.

Users agree to cooperate reasonably with such investigations.

## **28.2 Interim Protective Measures**

Pending investigation, miGuy may, where reasonably necessary:

- a. suspend accounts;
- b. restrict messaging;
- c. pause bookings;
- d. remove listings;
- e. revoke verification badges;
- f. disable payment functionality;
- g. limit Platform access; or
- h. take any other reasonable interim measure designed to protect Users, the Platform or the public interest.

The implementation of interim measures shall not constitute a finding of wrongdoing.

## **28.3 Permanent Enforcement**

Where miGuy reasonably determines that a User has materially violated this Agreement, miGuy may:

- permanently terminate the account;
- prohibit future registration;
- remove User-generated content;
- revoke subscriptions;
- withdraw verification status;
- refuse future Platform access; or
- pursue any other lawful remedy available.

## **28.4 No Obligation to Continue Service**

Access to the Platform is a revocable licence.

Nothing in this Agreement obligates Asazia Technologies Limited to continue providing Platform access to any User where suspension or termination is permitted under these Terms or applicable law.

## **28.5 Reservation of Rights**

The failure of miGuy to investigate, suspend or terminate a User in any particular instance shall not constitute a waiver of its rights to do so in the future.

# **29. INCIDENT REPORTING & EMERGENCY RESPONSE**

## **29.1 Reporting Incidents**

Users should promptly report through the Platform any incident involving:

- suspected fraud;
- theft;
- property damage;
- assault;
- harassment;
- threats;
- safety hazards;
- identity misuse;
- serious service misconduct; or
- other significant violations of this Agreement.

## **29.2 Information Required**

Incident reports should, where reasonably available, include:

- the date and time of the incident;
- the booking reference;

- a description of the events;
- supporting photographs, videos or documents;
- names of persons involved; and
- any police occurrence book (OB) number or official reference, if applicable.

### **29.3 Platform Role**

miGuy may review reported incidents for the limited purposes of enforcing this Agreement, protecting Platform integrity and complying with legal obligations.

Except where required by law or expressly agreed in writing, miGuy does not undertake to adjudicate disputes, determine civil or criminal liability, or act as an insurer, guarantor or emergency responder.

### **29.4 User Cooperation**

Users agree to cooperate in good faith with lawful requests for information relating to incident investigations conducted by miGuy or competent authorities.

### **29.5 Survival**

The obligations relating to incident reporting, cooperation with investigations, preservation of evidence, confidentiality where applicable, and compliance with lawful requests shall survive the suspension or termination of a User's account to the extent permitted by law.

# **PART F – CONTENT & INTELLECTUAL PROPERTY**

## **30. USER CONTENT**

### **30.1 Ownership of User Content**

Except as expressly provided in this Agreement, Users retain ownership of the intellectual property rights in the content they lawfully create and upload to the Platform.

Such content may include, without limitation:

- profile information;
- company descriptions;
- service listings;
- photographs;
- videos;
- logos owned by the User;
- certifications;
- portfolios;
- reviews;
- comments;
- messages;
- quotations;
- invoices;
- documents; and
- any other lawful material submitted to the Platform.

Nothing in this Agreement transfers ownership of such User Content to Asazia Technologies Limited.

### **30.2 Licence Granted to miGuy**

By uploading, publishing or otherwise submitting User Content to the Platform, the User grants Asazia Technologies Limited a worldwide, non-exclusive, royalty-free, transferable, sublicensable licence to:

- a. host;
- b. store;
- c. reproduce;
- d. copy;
- e. display;
- f. publish;
- g. transmit;
- h. distribute;
- i. adapt;
- j. translate;
- k. resize;
- l. compress;
- m. index;

- n. process;
- o. analyse;
- p. archive; and
- q. otherwise use the User Content solely for the purposes of:

- operating the Platform;
- providing Platform services;
- verifying information;
- displaying listings;
- processing bookings;
- preventing fraud;
- ensuring safety;
- improving Platform functionality;
- developing new features;
- conducting analytics;
- complying with legal obligations;
- marketing the Platform, where appropriate and lawful; and
- any other legitimate Platform purpose consistent with this Agreement.

This licence continues for as long as reasonably necessary to operate the Platform and to comply with legal, regulatory and operational obligations, even after the content is removed where retention is reasonably required.

### **30.3 User Warranties**

Each User represents and warrants that:

- a. they own the User Content or possess all necessary rights, licences and permissions to upload it;
- b. the User Content does not infringe the intellectual property or other rights of any third party;
- c. the User Content is accurate and not materially misleading; and
- d. the upload and use of the User Content by miGuy as permitted under this Agreement will not violate any applicable law or contractual obligation.

### **30.4 Responsibility for User Content**

Users remain solely responsible for all User Content that they upload, publish or transmit through the Platform.

miGuy does not routinely review, verify or endorse User Content prior to publication and shall not be responsible for errors, omissions or inaccuracies contained therein.

### **30.5 Removal of User Content**

miGuy reserves the right, but not the obligation, to remove, restrict, edit or disable access to any User Content where it reasonably believes that such content:

- violates this Agreement;

- infringes intellectual property rights;
- is unlawful;
- is defamatory;
- contains malicious software;
- promotes fraud or deception;
- threatens public safety;
- exposes miGuy to legal risk; or
- is otherwise inappropriate for the Platform.

The exercise or non-exercise of this right shall not create any duty to monitor all User Content.

## **31. REVIEWS, RATINGS & FEEDBACK**

### **31.1 Purpose**

The Platform may allow Customers and Service Providers to provide ratings, reviews and feedback regarding their experiences.

These features are intended to promote transparency and informed decision-making within the marketplace.

### **31.2 Honest Reviews**

Users shall submit reviews that are truthful, based on genuine experiences and free from material misrepresentation.

Users shall not submit reviews that are knowingly false, malicious, fabricated or intended to manipulate another User's reputation.

### **31.3 No Review Manipulation**

Users shall not:

- a. purchase or sell reviews;
- b. exchange reviews in return for benefits;
- c. post reviews relating to transactions that never occurred;
- d. create multiple accounts to influence ratings;
- e. threaten another User with negative reviews to obtain concessions; or
- f. otherwise manipulate the integrity of the review system.

### **31.4 Moderation**

miGuy may remove or moderate reviews where it reasonably believes they violate this Agreement or applicable law.

Moderation decisions are made to protect the integrity of the Platform and do not constitute findings regarding the truth or falsity of the underlying allegations.

## **31.5 Feedback**

Any suggestions, ideas, recommendations, enhancement requests or other feedback voluntarily submitted to miGuy regarding the Platform may be used by Asazia Technologies Limited without restriction or obligation to compensate the User.

The User irrevocably grants miGuy a perpetual, worldwide, royalty-free licence to use such feedback for any lawful business purpose.

## **32. INTELLECTUAL PROPERTY RIGHTS**

### **32.1 Ownership**

All intellectual property rights in and relating to the Platform are and shall remain the exclusive property of Asazia Technologies Limited or its licensors.

These rights include, without limitation:

- the miGuy™ name;
- logos;
- trademarks;
- service marks;
- trade dress;
- domain names;
- software;
- source code;
- object code;
- mobile applications;
- website design;
- user interface;
- user experience designs;
- graphics;
- icons;
- artwork;
- audiovisual content;
- databases;
- compilations;
- search algorithms;
- recommendation engines;
- trust and verification systems;
- artificial intelligence models;
- machine learning systems;
- workflows;
- APIs;
- documentation;
- business methods;
- trade secrets;
- confidential information; and
- all related intellectual property rights, whether registered or unregistered.

## **32.2 Reservation of Rights**

Except for the limited licence expressly granted to Users to access and use the Platform in accordance with this Agreement, no intellectual property rights are assigned, transferred or licensed to any User.

All rights not expressly granted are reserved.

## **32.3 Limited Licence to Users**

Subject to continued compliance with this Agreement, miGuy grants each User a limited, revocable, non-exclusive, non-transferable and non-sublicensable licence to access and use the Platform solely for its intended purposes.

This licence automatically terminates upon suspension or termination of the User's account.

## **32.4 Restrictions**

Users shall not, without prior written authorization from Asazia Technologies Limited:

- a. copy or reproduce the Platform;
- b. modify Platform software;
- c. create derivative works;
- d. reverse engineer, decompile or disassemble software except where expressly permitted by applicable law;
- e. scrape or harvest Platform data;
- f. extract databases;
- g. mirror Platform content;
- h. remove copyright notices;
- i. remove digital rights management technologies;
- j. resell Platform access;
- k. exploit Platform content commercially; or
- l. use Platform intellectual property in any manner likely to cause confusion regarding sponsorship, endorsement or affiliation.

## **32.5 Trademarks**

The names "miGuy", the miGuy logo, associated slogans, icons, graphics and other brand identifiers are valuable proprietary assets of Asazia Technologies Limited.

Nothing in this Agreement grants any User the right to use such marks except as expressly authorized in writing. Unauthorized use may result in legal proceedings.

## **32.6 Protection of Platform Data**

The compilation, organization, selection and arrangement of Platform data constitute valuable proprietary assets.

Users shall not systematically extract, copy or reproduce substantial portions of Platform data without prior written consent.

## **33. COPYRIGHT & INFRINGEMENT**

### **33.1 Respect for Intellectual Property**

Users shall respect the intellectual property rights of others.

Users shall not upload, publish or distribute content that infringes copyright, trademark, patent, design rights, trade secrets or other proprietary rights.

### **33.2 Infringement Notices**

Any person who believes that content available through the Platform infringes their intellectual property rights may submit a written notice to Asazia Technologies Limited containing sufficient information to identify:

- a. the protected work;
- b. the allegedly infringing content;
- c. the basis of the claim;
- d. contact details of the complainant; and
- e. any additional information reasonably required to assess the complaint.

### **33.3 Investigation**

Upon receipt of a sufficiently detailed complaint, miGuy may investigate the matter and take such action as it reasonably considers appropriate, including removing or disabling access to the disputed content.

Nothing in this clause obligates miGuy to adjudicate ownership disputes or determine the validity of competing legal claims.

### **33.4 Repeat Infringers**

miGuy reserves the right to suspend or terminate Users who repeatedly infringe the intellectual property rights of others.

## **34. CONFIDENTIALITY, DATA ASSETS & BRAND PROTECTION**

### **34.1 Confidential Information**

Users may receive or access confidential information belonging to miGuy or other Users.

Except where required by law or expressly authorized, such information shall not be disclosed or used for any purpose unrelated to the lawful use of the Platform.

## **34.2 Protection of Business Information**

Users shall not copy, reproduce or commercially exploit confidential business information, pricing strategies, proprietary workflows, verification methodologies or other non-public information obtained through the Platform.

## **34.3 Brand Protection**

Users shall not register or use any business name, domain name, social media account, trademark, logo or branding that is identical or confusingly similar to miGuy or any of Asazia Technologies Limited's brands in a manner likely to mislead the public or dilute the goodwill associated with those brands.

## **34.4 Public Statements**

Users shall not make public statements suggesting that they are authorized spokespersons for miGuy unless expressly authorized in writing by Asazia Technologies Limited.

## **34.5 Survival**

The obligations contained in this Part relating to intellectual property, confidentiality, licences granted to miGuy, feedback, infringement, restrictions on use, and protection of proprietary rights shall survive the suspension or termination of a User's account for so long as necessary to protect the legitimate rights and interests of Asazia Technologies Limited and other affected parties.

# **PART G – PRIVACY, DATA PROTECTION & ELECTRONIC COMMUNICATIONS**

## **35. PRIVACY & PERSONAL DATA**

### **35.1 Commitment to Privacy**

Asazia Technologies Limited recognizes the importance of protecting personal data and is committed to processing personal data lawfully, fairly, transparently and securely.

The collection, use, storage, disclosure and protection of personal data shall be governed by this Agreement, the miGuy Privacy Policy and applicable law.

### **35.2 Applicable Law**

Personal data shall be processed in accordance with all applicable data protection laws, including the requirements of Kenyan law where applicable and any other laws that apply to the processing activities undertaken by miGuy.

### **35.3 Personal Data Collected**

Depending on the nature of the Platform services used, miGuy may collect and process information including, but not limited to:

- full names;
- identification document details;
- passport information;
- photographs;
- selfies submitted for verification;
- biometric verification results where lawfully used;
- email addresses;
- telephone numbers;
- postal addresses;
- physical locations;
- GPS location information;
- payment details;
- business registration information;
- professional licences;
- verification documents;
- communications through the Platform;
- ratings and reviews;
- booking history;
- transaction records;
- device identifiers;
- IP addresses;
- browser information;
- operating system information;
- cookies and similar technologies;

- security logs;
- fraud prevention information; and
- any other information voluntarily provided by Users or reasonably required for Platform operations.

### **35.4 Purposes of Processing**

miGuy may process personal data for purposes including:

- a. creating and maintaining accounts;
- b. identity verification;
- c. fraud detection and prevention;
- d. trust and safety initiatives;
- e. facilitating bookings;
- f. processing payments;
- g. providing customer support;
- h. improving Platform functionality;
- i. operating artificial intelligence and recommendation systems;
- j. analytics and statistical reporting;
- k. product development;
- l. compliance with legal obligations;
- m. dispute resolution;
- n. enforcement of this Agreement;
- o. security monitoring;
- p. business continuity;
- q. communicating with Users; and
- r. any other lawful purpose reasonably connected with the operation of the Platform.

### **35.5 Lawful Basis for Processing**

Where required by applicable law, miGuy shall process personal data only on an appropriate lawful basis, including where processing is necessary:

- to perform a contract;
- to comply with a legal obligation;
- to protect vital interests;
- for legitimate business interests that are not overridden by applicable legal rights;
- based on valid consent where consent is required; or
- on any other lawful basis recognized by applicable law.

### **35.6 User Responsibility**

Users warrant that personal data they provide concerning another individual has been collected and disclosed lawfully and that any required permissions or legal authority have been obtained.

## **36. DATA SHARING, RETENTION & SECURITY**

### **36.1 Sharing of Information**

miGuy may disclose personal data only where reasonably necessary for Platform operations or as otherwise permitted or required by law.

Recipients may include:

- payment service providers;
- identity verification providers;
- cloud hosting providers;
- customer support providers;
- analytics providers;
- communications providers;
- insurers engaged for Platform-related services;
- professional advisers;
- auditors;
- regulators;
- courts;
- law enforcement agencies; and
- other trusted service providers engaged by Asazia Technologies Limited.

All such disclosures shall be limited to information reasonably necessary for the relevant purpose.

## **36.2 Business Transfers**

If Asazia Technologies Limited undergoes a merger, acquisition, restructuring, financing, investment, sale of assets or similar corporate transaction, User information may be transferred as part of that transaction, subject to applicable law.

## **36.3 Data Retention**

miGuy may retain personal data for as long as reasonably necessary to:

- provide Platform services;
- comply with legal obligations;
- resolve disputes;
- investigate complaints;
- detect fraud;
- enforce this Agreement;
- maintain business records;
- protect legal rights; or
- satisfy regulatory requirements.

Following expiry of the applicable retention period, personal data may be deleted, anonymized or otherwise securely disposed of in accordance with applicable law and miGuy's internal retention policies.

## **36.4 Security Measures**

miGuy shall implement reasonable technical, organizational and administrative safeguards designed to protect personal data against unauthorized access, accidental loss, misuse, destruction, alteration or disclosure.

Such safeguards may include:

- encryption;
- secure authentication;
- role-based access controls;
- audit logging;
- network security measures;
- periodic security assessments;
- employee confidentiality obligations; and
- incident response procedures.

## **36.5 No Absolute Security**

While miGuy strives to maintain commercially reasonable security measures, no technology system, network or method of electronic storage or transmission is completely secure.

Accordingly, Asazia Technologies Limited does not warrant or guarantee that unauthorized access, cyberattacks, data breaches or other security incidents will never occur.

# **37. COOKIES & SIMILAR TECHNOLOGIES**

## **37.1 Use of Cookies**

The Platform may use cookies, software development kits (SDKs), web beacons, local storage, pixels and similar technologies to enhance functionality, improve performance, remember User preferences, maintain security and support analytics.

## **37.2 Purposes**

Such technologies may be used for purposes including:

- authentication;
- maintaining user sessions;
- preventing fraud;
- measuring Platform performance;
- improving user experience;
- remembering preferences;
- advertising where permitted by law; and
- generating statistical information.

## **37.3 Browser Controls**

Users may configure their browser or device settings to refuse or restrict cookies.

However, disabling certain technologies may reduce the availability or functionality of some Platform features.

### **37.4 Cookie Policy**

Additional information regarding cookies may be contained in the miGuy Cookie Policy, which forms part of this Agreement.

## **38. ELECTRONIC COMMUNICATIONS**

### **38.1 Consent**

By creating an account or otherwise using the Platform, Users consent to receive electronic communications from miGuy.

Such communications may include:

- account notifications;
- booking updates;
- payment confirmations;
- verification requests;
- security alerts;
- customer support communications;
- legal notices;
- policy updates;
- service announcements;
- marketing communications where permitted by law; and
- other communications reasonably related to Platform operations.

### **38.2 Methods of Communication**

Communications may be delivered through:

- email;
- SMS;
- in-app messaging;
- push notifications;
- telephone calls;
- messaging applications where authorized by the User; or
- notices published on the Platform.

### **38.3 Legal Effect**

Electronic communications shall satisfy any legal requirement that communications be made in writing, to the extent permitted by applicable law.

## **38.4 Marketing Preferences**

Where required by applicable law, Users may opt out of receiving promotional or marketing communications.

Operational, security, legal and account-related communications may continue notwithstanding such opt-out.

## **39. LOCATION SERVICES & AI-ASSISTED FEATURES**

### **39.1 Location Information**

Where enabled by the User or reasonably required for Platform functionality, miGuy may collect, process and use location information to:

- display nearby Service Providers;
- facilitate bookings;
- improve search accuracy;
- verify service delivery;
- support fraud prevention;
- enhance safety features; and
- improve Platform performance.

Users may disable certain location permissions through their device settings; however, doing so may limit the availability or functionality of certain Platform features.

### **39.2 Artificial Intelligence**

The Platform may incorporate artificial intelligence, machine learning or automated decision-support tools to assist with functions including:

- search results;
- service recommendations;
- fraud detection;
- verification support;
- customer support;
- content moderation;
- analytics; and
- operational improvements.

These tools are intended to assist Platform operations and should not be regarded as professional advice or definitive decision-making systems.

### **39.3 No Guarantee of Accuracy**

AI-generated recommendations, rankings, classifications, summaries or suggestions may not always be complete, current or accurate.

Users remain solely responsible for exercising independent judgment before relying upon any information generated or presented by automated systems.

### **39.4 Human Oversight**

Where appropriate, miGuy may supplement automated processes with human review. However, the availability of human review in one instance does not create an obligation to manually review every automated outcome.

## **40. INTERNATIONAL TRANSFERS, CYBERSECURITY & DATA INCIDENTS**

### **40.1 International Processing**

The Platform may use cloud infrastructure, technology providers or service providers located in jurisdictions outside the country in which a User resides.

Accordingly, personal data may be processed or stored outside Kenya where such processing is lawful and appropriate safeguards are implemented.

### **40.2 Cybersecurity**

Users shall take reasonable steps to protect their own devices, passwords, authentication credentials and accounts against unauthorized access.

Users shall promptly notify miGuy of any suspected security incident affecting their account.

### **40.3 Security Incidents**

Where miGuy becomes aware of a personal data breach or cybersecurity incident affecting personal data, it shall respond in accordance with applicable law, its internal incident response procedures and any legal obligations relating to notification, mitigation and cooperation with competent authorities.

### **40.4 User Cooperation**

Users agree to cooperate reasonably with miGuy in investigating and responding to security incidents affecting the Platform or User accounts.

### **40.5 Survival**

The provisions of this Part concerning privacy, confidentiality, lawful processing of personal data, cybersecurity, data retention, electronic communications and cooperation with lawful investigations shall survive the suspension or termination of a User's account to the extent necessary to comply with applicable law and protect the legitimate interests of Asazia Technologies Limited and its Users.

## **PART H – LIABILITY**

### **41. MARKETPLACE DISCLAIMER**

#### **41.1 Technology Marketplace Only**

The User expressly acknowledges and agrees that miGuy is solely a technology platform that facilitates introductions, communication, bookings and commercial transactions between independent Customers and independent Service Providers.

Asazia Technologies Limited does not provide the underlying services advertised on the Platform unless expressly stated in a separate written agreement.

#### **41.2 No Responsibility for Service Performance**

Every Service Provider performs services independently and entirely at their own risk.

Accordingly, Asazia Technologies Limited shall not be responsible or liable for:

- a. the quality of services;
- b. workmanship;
- c. professional competence;
- d. delays;
- e. project completion;
- f. missed appointments;
- g. pricing disputes;
- h. contractual disputes;
- i. defective work;
- j. negligence;
- k. omissions;
- l. breach of warranty;
- m. breach of contract;
- n. misconduct;
- o. fraud committed by Users;
- p. criminal acts committed by Users; or
- q. any act or omission of any Customer or Service Provider.

#### **41.3 No Supervision**

miGuy does not supervise, direct, inspect or manage the performance of services.

The absence of supervision shall not be interpreted as negligence by miGuy.

#### **41.4 Independent Decision**

Each User independently decides:

- whom to hire;

- whom to work for;
- whether to accept a booking;
- whether to make payment;
- whether to enter another person's premises;
- whether to permit another person onto their property.

All such decisions are made voluntarily and at the User's own risk.

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## **42. DISCLAIMER OF WARRANTIES**

### **42.1 "As Is" and "As Available"**

The Platform is provided on an "AS IS", "AS AVAILABLE" and "WITH ALL FAULTS" basis to the fullest extent permitted by applicable law.

### **42.2 No Express or Implied Warranties**

To the fullest extent permitted by applicable law, Asazia Technologies Limited disclaims all express, implied and statutory warranties, including, without limitation, warranties relating to:

- merchantability;
- satisfactory quality;
- fitness for a particular purpose;
- uninterrupted availability;
- non-infringement;
- compatibility;
- accuracy;
- reliability;
- availability of Service Providers;
- suitability of Customers;
- security;
- future performance;
- commercial success; and
- results obtained through use of the Platform.

### **42.3 No Guarantee**

miGuy does not guarantee:

- that bookings will occur;
- that projects will be completed;
- that Users will fulfil their obligations;
- that payments will always be successful;
- that communications will always be delivered;
- that reviews are completely accurate;
- that verification eliminates risk;

- that the Platform will always be available;
- that software defects will never occur; or
- that the Platform will be free from cyberattacks, malicious code or unauthorized interference.

## **42.4 Third-Party Services**

The Platform may integrate with third-party products or services, including payment providers, mapping services, communications providers, cloud infrastructure, identity verification providers and analytics services.

miGuy is not responsible for the availability, security, accuracy or performance of such third-party services.

# **43. LIMITATION OF LIABILITY**

## **43.1 General Limitation**

To the fullest extent permitted by applicable law, Asazia Technologies Limited, its directors, shareholders, officers, employees, agents, contractors, consultants, affiliates, licensors and successors shall not be liable for any loss or damage arising out of or relating to:

- a. use of the Platform;
- b. inability to use the Platform;
- c. interactions between Users;
- d. Service Agreements;
- e. User Content;
- f. Platform interruptions;
- g. cyber incidents;
- h. third-party systems; or
- i. enforcement of this Agreement undertaken in good faith.

## **43.2 Excluded Losses**

To the fullest extent permitted by law, miGuy shall not be liable for:

- indirect loss;
- consequential loss;
- incidental loss;
- exemplary damages;
- punitive damages;
- special damages;
- loss of profit;
- loss of business opportunity;
- loss of revenue;
- loss of anticipated savings;
- loss of goodwill;
- reputational harm;
- loss of data;

- business interruption;
- loss of contracts; or
- economic loss arising from use of the Platform.

### **43.3 Liability Cap**

To the fullest extent permitted by applicable law, the aggregate liability of Asazia Technologies Limited arising out of or relating to this Agreement or the Platform shall not exceed the greater of:

- a. the total Platform fees actually paid by the User to miGuy during the twelve (12) months immediately preceding the event giving rise to the claim; or
- b. Kenya Shillings Ten Thousand (KES 10,000).

This limitation shall not apply where liability cannot lawfully be excluded or limited.

### **43.4 Multiple Claims**

Multiple claims arising from the same event or substantially related events shall be treated as a single claim for purposes of applying the liability limitation set out in this Agreement.

## **44. ASSUMPTION OF RISK**

### **44.1 General Risk**

Users acknowledge that engaging independent persons through an online marketplace involves inherent risks that cannot be completely eliminated.

Each User voluntarily assumes such risks.

### **44.2 Property Access**

Customers voluntarily assume the risks associated with allowing Service Providers access to their homes, businesses, vehicles or other premises.

Service Providers voluntarily assume the risks associated with entering premises designated by Customers.

### **44.3 Financial Decisions**

Users assume all risks associated with pricing, quotations, negotiations, payments, investments in equipment, hiring assistants or other commercial decisions relating to services arranged through the Platform.

### **44.4 Personal Safety**

Users remain solely responsible for taking reasonable precautions for their personal safety before, during and after any engagement arranged through the Platform.

## **45. INDEMNIFICATION**

### **45.1 User Indemnity**

To the fullest extent permitted by law, each User agrees to defend, indemnify and hold harmless Asazia Technologies Limited, together with its shareholders, directors, officers, employees, consultants, contractors, agents, affiliates, successors and assigns, from and against any and all claims, actions, proceedings, investigations, demands, liabilities, judgments, settlements, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or relating to:

- a. the User's breach of this Agreement;
- b. the User's negligence or misconduct;
- c. the User's violation of applicable law;
- d. infringement of intellectual property rights;
- e. bodily injury or death caused by the User;
- f. damage to property caused by the User;
- g. inaccurate information supplied by the User;
- h. fraud or deceptive conduct;
- i. disputes between Users; or
- j. any services provided or received through the Platform.

### **45.2 Defence of Claims**

miGuy reserves the right to assume the defence of any matter subject to indemnification. The User agrees to cooperate fully in the defence of such claims.

### **45.3 Survival**

The indemnity obligations contained in this Agreement shall survive termination of the User's account.

## **46. PROPERTY DAMAGE, PERSONAL INJURY & DEATH**

### **46.1 Property Damage**

miGuy shall not be responsible for any loss of or damage to property arising from services performed by independent Service Providers or from the conduct of Customers.

### **46.2 Personal Injury**

To the fullest extent permitted by law, miGuy shall not be liable for personal injuries sustained by Users or third parties arising from services arranged through the Platform, except where such liability arises directly from Asazia Technologies Limited's own conduct and cannot lawfully be excluded.

## **46.3 Death**

To the fullest extent permitted by applicable law, miGuy shall not be responsible for death occurring in connection with services arranged through the Platform where such death results from the acts or omissions of Users or other third parties.

Nothing in this Agreement implies admission of liability in any way.

## **46.4 Insurance**

Users acknowledge that they are responsible for maintaining any insurance appropriate to their circumstances, including property, public liability, professional indemnity, motor vehicle, employer's liability, health or life insurance.

The availability or absence of insurance shall not alter miGuy's role as a technology marketplace.

# **47. THIRD-PARTY CLAIMS**

## **47.1 No Responsibility for Third Parties**

miGuy shall not be responsible for the acts, omissions, representations or warranties of third parties, including payment processors, telecommunications providers, internet service providers, insurers, mapping providers, cloud service providers or other independent service providers.

## **47.2 Independent Relationships**

Each relationship between a User and any third party remains separate from the contractual relationship governed by this Agreement.

## **47.3 No Duty to Intervene**

Except where required by applicable law or expressly undertaken in writing, miGuy has no obligation to intervene in disputes, enforce contracts between Users, recover debts, inspect completed work, or guarantee the performance of any third party.

## **47.4 Entire Allocation of Risk**

The Users acknowledge that the fees charged by miGuy for access to the Platform reflect the allocation of risk set out in this Agreement.

The Users further acknowledge that the limitations of liability and indemnities contained herein are fundamental terms of this Agreement and that Asazia Technologies Limited would not make the Platform available on the same commercial basis in their absence.

# **PART I – PLATFORM ADMINISTRATION**

## **48. ACCOUNT MANAGEMENT**

### **48.1 User Accounts**

Each User is responsible for maintaining an active, accurate and secure account throughout their use of the Platform.

Users shall promptly update any information that becomes inaccurate, incomplete or outdated.

### **48.2 Personal Responsibility**

Users remain solely responsible for all activities conducted through their accounts unless they promptly notify miGuy of unauthorized access and cooperate in securing the account.

### **48.3 Identity Integrity**

Users shall not:

- a. share accounts;
- b. lend accounts;
- c. sell accounts;
- d. transfer accounts;
- e. purchase accounts;
- f. impersonate another User; or
- g. permit another person to operate their account without prior written authorization from miGuy.

### **48.4 Account Security**

miGuy may require multi-factor authentication, identity verification, password resets or additional security procedures whenever reasonably necessary to protect the Platform or its Users.

## **49. PLATFORM AVAILABILITY**

### **49.1 Best Efforts**

Asazia Technologies Limited shall use commercially reasonable efforts to make the Platform available to Users.

However, uninterrupted availability is not guaranteed.

## **49.2 Maintenance**

miGuy may suspend access to the Platform temporarily for:

- scheduled maintenance;
- emergency maintenance;
- software upgrades;
- security improvements;
- infrastructure upgrades;
- regulatory compliance; or
- operational improvements.

Where reasonably practicable, advance notice shall be provided.

## **49.3 Interruptions**

Platform availability may be affected by circumstances beyond miGuy's reasonable control including:

- internet failures;
- telecommunications outages;
- cloud infrastructure failures;
- cyberattacks;
- denial-of-service attacks;
- power outages;
- natural disasters;
- governmental restrictions; or
- force majeure events.

miGuy shall not be liable for losses arising from such interruptions except where liability cannot lawfully be excluded.

## **49.4 Feature Changes**

miGuy may introduce, modify, suspend or permanently discontinue any feature, service, subscription, verification programme, pricing model or functionality at any time.

Unless otherwise required by law, such changes shall not entitle Users to compensation.

# **50. SUSPENSION OF ACCOUNTS**

## **50.1 Right to Suspend**

Asazia Technologies Limited may suspend or restrict a User's account where it reasonably believes that suspension is necessary to:

- a. protect other Users;
- b. investigate suspected misconduct;
- c. investigate fraud;

- d. comply with legal obligations;
- e. respond to security threats;
- f. protect Platform integrity;
- g. prevent financial loss; or
- h. enforce this Agreement.

## **50.2 Immediate Suspension**

Where miGuy reasonably believes that continued access presents an imminent risk to Users, the Platform or the public, suspension may take effect immediately without prior notice.

## **50.3 Temporary Restrictions**

Instead of full suspension, miGuy may:

- restrict bookings;
- disable messaging;
- remove listings;
- suspend verification;
- suspend payment functionality;
- reduce account privileges; or
- impose other proportionate restrictions.

## **50.4 Cooperation**

Users whose accounts are suspended agree to cooperate reasonably with any investigation conducted by miGuy.

Failure to cooperate may result in permanent termination.

# **51. TERMINATION**

## **51.1 Termination by User**

A User may close their account at any time through the Platform or by contacting miGuy.

Closure of an account does not extinguish obligations that arose before termination.

## **51.2 Termination by miGuy**

Asazia Technologies Limited may terminate a User's account immediately where it reasonably determines that the User has:

- materially breached this Agreement;
- engaged in fraud;
- committed serious misconduct;
- repeatedly violated Platform policies;
- submitted false verification documents;
- engaged in criminal conduct connected with the Platform;

- endangered other Users; or
- otherwise created unacceptable legal, financial or reputational risk for the Platform.

### **51.3 Effect of Termination**

Upon termination:

- a. Platform access may immediately cease;
- b. listings may be removed;
- c. verification badges may be revoked;
- d. subscriptions may end in accordance with their applicable terms;
- e. outstanding obligations between Users shall remain enforceable between those Users; and
- f. miGuy may retain information where required by law or reasonably necessary to protect its legitimate interests.

### **51.4 No Compensation**

Except where required by applicable law or expressly provided in a separate written agreement, termination of Platform access shall not entitle a User to compensation for:

- loss of customers;
- loss of profits;
- loss of business opportunities;
- loss of goodwill;
- loss of anticipated income; or
- other consequential losses.

## **52. RECORDS & AUDIT**

### **52.1 Platform Records**

miGuy may maintain records relating to:

- registrations;
- bookings;
- payments;
- communications;
- verification;
- complaints;
- investigations;
- enforcement actions; and
- other Platform activities.

Such records may be maintained in electronic form.

## **52.2 Evidential Value**

To the fullest extent permitted by law, Platform records maintained in the ordinary course of business may be relied upon as evidence of Platform activity, subject to any contrary evidence and applicable rules of evidence.

## **52.3 Audit Rights**

Where reasonably necessary for fraud prevention, regulatory compliance or enforcement of this Agreement, miGuy may request additional information or documentation from Users.

Failure to provide requested information within a reasonable period may result in suspension or termination.

# **53. FORCE MAJEURE**

## **53.1 Force Majeure Events**

Asazia Technologies Limited shall not be liable for delay or failure in performing its obligations under this Agreement where such delay or failure results from events beyond its reasonable control.

These events include, without limitation:

- natural disasters;
- floods;
- earthquakes;
- fires;
- pandemics;
- epidemics;
- war;
- terrorism;
- riots;
- civil unrest;
- labour disputes;
- cyberattacks;
- government actions;
- telecommunications failures;
- internet outages;
- cloud infrastructure failures;
- utility interruptions; or
- any similar event beyond reasonable control.

## **53.2 Mitigation**

miGuy shall use commercially reasonable efforts to mitigate the effects of a Force Majeure event where reasonably practicable.

### **53.3 No Default**

Performance delayed due to Force Majeure shall not constitute a breach of this Agreement.

## **54. AMENDMENTS TO THIS AGREEMENT**

### **54.1 Right to Amend**

Asazia Technologies Limited may amend, update or replace this Agreement from time to time to reflect:

- legal developments;
- regulatory requirements;
- technological changes;
- new Platform features;
- operational improvements;
- security requirements; or
- business developments.

### **54.2 Notice**

Material amendments shall be communicated through one or more appropriate channels, including:

- publication on the Platform;
- email;
- push notification;
- SMS; or
- other electronic communication.

### **54.3 Acceptance**

Continued use of the Platform after the effective date of an amendment constitutes acceptance of the revised Agreement.

Users who do not agree with the revised Agreement must discontinue use of the Platform and close their accounts.

### **54.4 Previous Versions**

miGuy may retain previous versions of this Agreement for legal, regulatory, historical or operational purposes.

The most recent published version shall govern future use of the Platform from its stated effective date unless otherwise required by applicable law.

# **PART J – COMPLAINTS, DISPUTE RESOLUTION & CLAIMS PROCEDURE**

## **55. GENERAL PRINCIPLES**

### **55.1 Commitment to Fair Resolution**

Asazia Technologies Limited is committed to promoting the fair, timely and efficient resolution of complaints arising from the use of the Platform.

While miGuy provides mechanisms intended to assist Users in resolving disputes, Users acknowledge that miGuy is a technology marketplace and is not a court of law, tribunal, arbitrator, regulator or insurer.

### **55.2 Neutral Marketplace**

Unless expressly agreed in writing, miGuy acts solely as a neutral technology intermediary.

Nothing contained in this Agreement obligates miGuy to determine:

- legal liability;
- contractual liability;
- ownership of property;
- professional negligence;
- criminal responsibility;
- validity of contractual claims;
- entitlement to damages; or
- any issue reserved by law for judicial or regulatory determination.

### **55.3 Good Faith**

Users agree to participate honestly, professionally and in good faith throughout any complaint or dispute resolution process conducted under this Agreement.

## **56. COMPLAINTS PROCEDURE**

### **56.1 Initial Complaint**

A User who believes another User has breached this Agreement or a Service Agreement should first submit a complaint through the reporting channels designated by miGuy.

### **56.2 Complaint Information**

To facilitate review, the complainant should provide, where reasonably available:

- a. booking reference;
- b. names of the parties;

- c. date and location of the incident;
- d. description of the complaint;
- e. photographs;
- f. videos;
- g. invoices;
- h. receipts;
- i. quotations;
- j. chat messages;
- k. emails;
- l. witness information;
- m. police occurrence book (OB) reference, where applicable; and
- n. any other information reasonably relevant to the complaint.

### **56.3 Time for Reporting**

Except where prohibited by applicable law or where exceptional circumstances justify a delay, Users should report complaints as soon as reasonably practicable and preferably within thirty (30) calendar days after becoming aware of the events giving rise to the complaint.

Late reporting may affect miGuy's ability to investigate or facilitate resolution but shall not automatically extinguish any legal rights that cannot lawfully be limited.

### **56.4 Additional Information**

miGuy may request additional documentation or clarification where reasonably necessary to understand the complaint. Failure to cooperate may affect miGuy's ability to facilitate the matter.

## **57. INVESTIGATION & PLATFORM RESPONSE**

### **57.1 Preliminary Assessment**

Upon receiving a complaint, miGuy may conduct a preliminary review to determine whether the matter concerns:

- alleged breaches of this Agreement;
- misuse of the Platform;
- fraud;
- safety concerns;
- verification issues;
- payment issues;
- criminal allegations;
- technical issues; or
- other matters affecting Platform operations.

### **57.2 Investigation Powers**

To the extent permitted by law, miGuy may review:

- booking records;
- Platform communications;
- payment records;
- verification information;
- uploaded documents;
- account history;
- system logs; and
- other information reasonably necessary for Platform administration.

### **57.3 No Duty to Investigate**

Nothing in this Agreement obligates miGuy to investigate every complaint or to reach any particular conclusion.

The extent of any review shall remain within miGuy's reasonable discretion.

### **57.4 Interim Measures**

While reviewing a complaint, miGuy may take temporary measures including:

- suspending accounts;
- restricting messaging;
- pausing payments where contractually permitted;
- removing listings;
- suspending verification badges;
- restricting bookings; or
- implementing other reasonable protective measures.

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

## **58. FACILITATION & MEDIATION**

### **58.1 Voluntary Facilitation**

Where appropriate, miGuy may assist Users by facilitating communication intended to encourage an amicable resolution.

Such facilitation is entirely voluntary.

### **58.2 No Adjudication**

Any facilitation undertaken by miGuy shall not constitute:

- arbitration;
- expert determination;
- judicial proceedings;
- mediation by an accredited mediator unless expressly stated;
- legal advice; or
- a binding determination of rights.

### **58.3 Voluntary Settlement**

Users are encouraged to negotiate practical and commercially reasonable settlements whenever appropriate.

Any settlement reached shall bind only the participating Users. miGuy shall not become a party to such settlement.

### **58.4 Without Prejudice Discussions**

Unless otherwise required by law, communications made during voluntary settlement discussions facilitated by miGuy are intended to be conducted on a without prejudice basis and should not be treated as admissions of liability solely because they occurred during settlement discussions.

## **59. CLAIMS, LIMITATION PERIODS & PRESERVATION OF EVIDENCE**

### **59.1 Preservation of Evidence**

Users should preserve all evidence reasonably relevant to any dispute, including:

- invoices;
- quotations;
- contracts;
- photographs;
- videos;
- communications;
- payment confirmations;
- delivery records;
- inspection reports; and
- any other relevant documentation.

### **59.2 Independent Records**

Users remain responsible for maintaining their own business and transaction records.

miGuy does not guarantee permanent storage of User data beyond applicable retention periods.

### **59.3 Limitation Period**

Subject always to any mandatory limitation periods established by applicable law, contractual claims arising under this Agreement should be commenced within twelve (12) months after the claimant knew or reasonably ought to have known of the facts giving rise to the claim.

Nothing in this clause shortens any limitation period where such shortening is prohibited by law.

## **59.4 Mitigation of Loss**

Users agree to take reasonable steps to mitigate any losses suffered.

Failure to take reasonable mitigation measures may be considered in assessing responsibility between the parties, where permitted by applicable law.

## **60. LEGAL PROCEEDINGS & RECOVERY OF COSTS**

### **60.1 Internal Resolution First**

Before commencing legal proceedings against another User arising from the use of the Platform, Users are encouraged—and where legally enforceable under applicable law, required—to first complete the internal complaint procedures described in this Agreement.

Nothing in this clause prevents a User from seeking urgent interim relief from a court where immediate judicial intervention is necessary.

### **60.2 Frivolous or Abusive Claims**

Users shall not misuse complaint procedures or legal processes by making complaints or claims that they know, or reasonably ought to know, are fraudulent, malicious, vexatious or materially false.

### **60.3 Recovery of Costs**

Where permitted by applicable law, a court, arbitral tribunal or other competent decision-maker may take into account a User's unreasonable refusal to participate in the complaint procedures described in this Agreement, or the pursuit of fraudulent or abusive claims, when determining responsibility for legal costs.

Nothing in this clause limits the discretion of a court or tribunal regarding costs where such discretion is conferred by law.

### **60.4 Reservation of Rights**

Nothing in this Part limits the right of Asazia Technologies Limited to:

- report criminal conduct;
- comply with lawful court orders;
- cooperate with regulators;
- protect its intellectual property;
- seek injunctive relief;
- preserve Platform integrity; or
- exercise any other rights available under this Agreement or applicable law.

# **PART K – GENERAL LEGAL PROVISIONS**

## **61. NOTICES**

### **61.1 Notices to Users**

Any notice required or permitted under this Agreement may be provided by Asazia Technologies Limited through one or more of the following methods:

- a. email;
- b. SMS;
- c. in-app notification;
- d. push notification;
- e. publication on the Platform;
- f. registered post or courier; or
- g. any other reasonable method of electronic communication.

Unless otherwise required by applicable law, notices shall be deemed received when transmitted through the applicable communication channel.

### **61.2 Notices to miGuy**

Unless otherwise specified by Asazia Technologies Limited, all legal notices relating to this Agreement shall be addressed to:

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

Email: [miguyapp@gmail.com](mailto:miguyapp@gmail.com)

Asazia Technologies Limited may designate alternative contact details by publishing updated information on the Platform.

## **62. ELECTRONIC RECORDS & ELECTRONIC SIGNATURES**

### **62.1 Electronic Agreement**

Users acknowledge that this Agreement is concluded electronically and has the same legal force and effect as an agreement executed in physical form, to the fullest extent permitted by applicable law.

### **62.2 Acceptance**

A User's registration, login, clicking "I Agree", continued use of the Platform or any other electronic manifestation of assent constitutes valid acceptance of this Agreement.

## **62.3 Electronic Records**

Electronic records maintained by miGuy in the ordinary course of business may be relied upon as evidence of transactions, communications and Platform activity, subject to applicable rules of evidence.

## **63. ASSIGNMENT**

### **63.1 Assignment by miGuy**

Asazia Technologies Limited may assign, transfer, novate or otherwise deal with its rights and obligations under this Agreement in connection with:

- a merger;
- acquisition;
- corporate restructuring;
- financing;
- sale of assets;
- investment transaction; or
- any other lawful business reorganization,

provided that such assignment does not materially diminish Users' legal rights under this Agreement.

### **63.2 Assignment by Users**

Users shall not assign, transfer, delegate or sublicense their rights or obligations under this Agreement without the prior written consent of Asazia Technologies Limited.

Any purported assignment made in breach of this clause shall be void to the extent permitted by applicable law.

## **64. SUCCESSORS & ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the respective successors, permitted assigns and lawful representatives of the parties.

## **65. WAIVER**

No failure or delay by Asazia Technologies Limited in exercising any right, power or remedy under this Agreement shall constitute a waiver of that right.

Any waiver shall be effective only if made expressly in writing by an authorized representative of Asazia Technologies Limited and shall apply only to the specific matter for which it is given.

## **66. SEVERABILITY**

If any provision of this Agreement is held by a court or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent possible, be interpreted or modified so as to achieve its lawful purpose.

If modification is not possible, the offending provision shall be severed, and the remaining provisions shall continue in full force and effect.

## **67. ENTIRE AGREEMENT**

This Agreement, together with any policies, guidelines, standards or supplemental terms expressly incorporated by reference, constitutes the entire agreement between the User and Asazia Technologies Limited regarding use of the Platform.

It supersedes all prior discussions, representations, negotiations, understandings and agreements relating to the same subject matter.

## **68. RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement shall be construed as creating:

- an employment relationship;
- a partnership;
- a joint venture;
- a franchise;
- an agency relationship;
- a fiduciary relationship; or
- any relationship other than that expressly described herein.

Service Providers remain independent contractors or independent businesses, and Customers engage them directly.

## **69. SURVIVAL**

Any provisions of this Agreement which by their nature are intended to survive suspension, expiry or termination shall remain in force, including but not limited to provisions concerning:

- payments;
- indemnities;
- limitation of liability;
- intellectual property;
- confidentiality;
- dispute resolution;
- governing law;
- arbitration;
- data retention;
- audit rights;
- survival;

- enforcement;
- accrued rights; and
- any other provisions reasonably intended to survive termination.

## **70. NO THIRD-PARTY BENEFICIARIES**

Except where expressly stated otherwise, this Agreement is entered into solely for the benefit of the User and Asazia Technologies Limited.

No person who is not a party to this Agreement shall acquire any right to enforce its provisions solely by virtue of this Agreement.

## **71. INTERPRETATION**

Unless the context requires otherwise:

- a. words importing the singular include the plural and vice versa;
- b. references to any gender include every gender;
- c. headings are for convenience only and do not affect interpretation;
- d. the words "including", "include" and similar expressions shall be interpreted as "including without limitation";
- e. references to legislation include amendments, replacements and subordinate legislation; and
- f. references to "writing" include electronic communications where permitted by law.

## **72. LANGUAGE**

This Agreement is prepared in the English language.

Where translations are provided for convenience, the English version shall prevail to the extent of any inconsistency, unless otherwise required by applicable law.

## **73. EXPORT CONTROLS, SANCTIONS & TRADE COMPLIANCE**

Users shall comply with all applicable export control laws, economic sanctions, trade restrictions and similar legal requirements applicable to their use of the Platform.

Users shall not use the Platform in violation of any applicable sanctions or export restrictions.

Where required by law, Asazia Technologies Limited may restrict or terminate access to the Platform in order to comply with applicable sanctions or trade control obligations.

## **74. ANTI-BRIBERY & ANTI-CORRUPTION**

Users shall not use the Platform to offer, solicit, give or receive any bribe, kickback or other unlawful inducement.

Users shall comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws.

miGuy reserves the right to suspend or terminate accounts where it reasonably believes such laws have been violated.

## **75. CONSUMER PROTECTION & REGULATORY COMPLIANCE**

Nothing in this Agreement excludes, restricts or limits any rights that cannot lawfully be excluded under applicable consumer protection legislation.

Where any provision of this Agreement conflicts with mandatory consumer protection requirements, the mandatory legal requirement shall prevail only to the extent of the conflict.

## **76. REGULATORY COOPERATION**

Asazia Technologies Limited may cooperate with courts, regulators, law enforcement agencies and other competent authorities where required or permitted by applicable law.

Such cooperation may include the preservation, production or disclosure of records, account information or other relevant information in accordance with lawful requests.

## **77. INJUNCTIVE RELIEF**

The User acknowledges that unauthorized use of the Platform, infringement of intellectual property rights, misuse of confidential information or other serious breaches of this Agreement may cause irreparable harm to Asazia Technologies Limited for which monetary damages alone may not be an adequate remedy.

Accordingly, Asazia Technologies Limited may seek injunctive, equitable or other appropriate relief in addition to any other remedies available at law.

## **78. CUMULATIVE REMEDIES**

The rights and remedies provided under this Agreement are cumulative and are in addition to any rights or remedies available under applicable law.

The exercise of one remedy shall not preclude the exercise of any other remedy.

## **79. RESERVATION OF RIGHTS**

Except where expressly stated otherwise, all rights not expressly granted under this Agreement are reserved by Asazia Technologies Limited.

The failure to enforce any provision of this Agreement in a particular instance shall not constitute a waiver of the right to enforce that provision in the future.

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## **80. NO RELIANCE**

Each User acknowledges that, in entering into this Agreement and using the Platform, they have not relied upon any statement, representation, promise or warranty not expressly contained in this Agreement or in a written document issued by Asazia Technologies Limited.

Nothing in this clause excludes liability for fraudulent misrepresentation or any liability that cannot lawfully be excluded.

## **81. PUBLIC ANNOUNCEMENTS**

Users shall not issue press releases, public statements or other communications suggesting endorsement, partnership or authorization by Asazia Technologies Limited without prior written consent.

Nothing in this clause prevents Users from truthfully stating that they use the miGuy Platform.

## **82. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya, without regard to its conflict of laws principles.

Where Users access the Platform from outside Kenya, they remain responsible for complying with the laws applicable in their own jurisdictions to the extent those laws apply to them.

## **83. ARBITRATION**

### **83.1 Good Faith Resolution**

Before commencing arbitration, the parties shall first seek to resolve disputes through the complaint procedures described in this Agreement, except where urgent court intervention is reasonably required.

### **83.2 Arbitration**

Subject to any mandatory rights conferred by applicable law, any dispute, controversy or claim arising out of or relating to this Agreement that cannot be resolved amicably shall be referred to and finally resolved by arbitration in Nairobi, Kenya.

Unless the parties agree otherwise, the arbitration shall be conducted by a single arbitrator appointed in accordance with the applicable arbitration framework in Kenya.

The arbitration shall be conducted in the English language.

The arbitral award shall be final and binding upon the parties, subject only to any rights of challenge or enforcement available under applicable law.

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### **83.3 Interim Relief**

Nothing in this Agreement prevents either party from seeking urgent interim, conservatory or injunctive relief from a court of competent jurisdiction where such relief is necessary to protect rights pending arbitration.

## **84. JURISDICTION**

Subject to the arbitration provisions contained in this Agreement, the courts of the Republic of Kenya shall have jurisdiction over any matter arising under this Agreement that is not required to be resolved by arbitration or where court proceedings are necessary for the recognition, enforcement or challenge of an arbitral award, or where mandatory law requires judicial determination.

## **85. CONTACT INFORMATION**

Questions, notices or requests relating to this Agreement may be directed to:

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

Email: [miguyapp@gmail.com](mailto:miguyapp@gmail.com)

Asazia Technologies Limited may update its contact details by publishing revised information on the Platform.

## **END OF TERMS OF USE & SERVICES AGREEMENT**

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