

CUSTOMER TERMS AND CONDITIONS (T&CS) TWENDE APPLICATION

This electronic record is generated by a computer system and does not require any physical or digital signatures.

By continuing usage of the Application, You are consenting to be bound by these T&Cs for use and access of the Application.

PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE T&CS BEFORE YOU USE ANY OF THE SERVICES OFFERED ON THE APPLICATION, BECAUSE YOU SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

If You do not accept any of the Customer Terms and Conditions, then please don't use the Application or avail any of the Services being provided therein.

YOUR AGREEMENT TO THESE T&CS SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND TWENDE IN RESPECT OF THE SERVICES OFFERED/AVAILED USING THE SITE

Subject to your compliance with these Terms, TWENDE grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use.

Any rights not expressly granted herein are reserved by TWENDE and TWENDE's licensors.

Welcome and Thanks for using TWENDE.

When you use our products or services, you're agreeing to our terms, so please take a few minutes to read over the below mentioned Terms and Conditions:

PLEASE READ THESE USER TERMS CAREFULLY BEFORE DOWNLOADING OUR APPLICATION AND/OR USING OUR WEBSITE.

General Terms and Conditions:

- The Services constitute a technology platform that enables users of TWENDE's mobile applications or website provided as part of the Services to arrange and schedule transportation services with independent third party service providers of such services, including independent third party transportation providers and independent third party logistics providers.

The Services are made available solely for your personal, non-commercial use.

YOU ACKNOWLEDGE THAT TWENDE DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER OR TAXI COMPANY AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS AND SERVICE PROVIDERS WHO ARE NOT EMPLOYED BY TWENDE.

1. Definitions
2. All of the defined and capitalized terms in these T&Cs will have the meaning assigned to them here below:
3. "Account" refers to the account created by the Customer on the Application to become the member of the TWENDE Community.
4. "Act" means the Traffic Act Laws of Tanzania and the rules made thereunder in the City of Dar es salaam and includes any amendment, modification or re-enactment of the same, or any other succeeding enactment including any Legislation passed by the Region Government of Dar es salaam or any other authority for the time being in force.
5. "Applicable Laws" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court of Tanzania.
6. "Application" shall mean the feature/category-icon "TWENDE" within the mobile application "TWENDE" as may be updated by TWENDE Ltd from time to time.
7. "Authorized Provider" shall mean and include such individuals as may be evaluated and appointed by the Authorised Vehicle Operator to provide the transportation services.
8. "Authorized Vehicle Operator" shall mean and include such third party individuals and Service Providers who hold valid Public Service Vehicle licenses and roadworthy vehicles and are independently offering Vehicle services.
9. "City of Operation" shall mean a city in which TWENDE has been launched and the Customers and Service Providers avail and render the transportation services respectively. For clarity, the services rendered by the Service Providers and availed by the Customers shall be in the same city.
10. "Customer/ You" means a person who has agreed to our terms and conditions and has an Account on the Application.
11. "Phone number" shall mean Your current, active and valid Phone number, the same being created by the Recognized Entity and used by You. TWENDE shall use this Phone number and security question with correct answer for the purpose of Customer verification.
12. "ETA" shall mean the estimated time of arrival of the Vehicle, at the pick up point of the Customer, provided by the SERVICE PROVIDER before the Ride, which may change from time to time.
13. "ETT" shall mean the estimated travel time of the Ride, provided by the SERVICE PROVIDER during the Ride, which shall change from time to time.
14. "TWENDE/ COMPANY/ We/ Our/ Us" means TWENDE Technologies Limited, a company registered under the Companies Act of Tanzania and having its corporate office at 1th Floor, Costech Building, Bagamoyo Road, Kijitonyama Dar es salaam.
15. TWENDE means the mobile application being the technological platform that links Customers to Authorized Vehicle Operators offering the Vehicle Services
16. TWENDE LTD means the legal entity who own the proprietary information in the application.
17. "Original ID" shall mean Your current National Identification Card Number of Passport Number, an active and valid Phone number, your telephone number including mobile number and your postal address the same being registered with Us by You for using and accessing the mobile application TWENDE.

18. "Recognized Entity" shall mean a validly existing legal entity carrying on activity, which is permitted under Applicable Law, and have the power and authority to create and grant the Customer email-ids and with such domain names as are registered in its name.
"Registration Data" shall mean and may include the present, valid, true and accurate name, Original ID, Phone number, age and such other information as may be required by TWENDE from time to time, provided by the Customer at the time of registration on the Application.
19. "Ride" shall mean the travel in the Vehicle by the Customer from the Pick Up point to the Drop point, facilitated through the Application.
20. "Service(s)" means the facilitation of transportation service by Service Providers through the Application, within the City of Operation.
21. "Service Provider" shall mean a Service Provider being an Authorized Driver and/or an Authorized Vehicle Operator, offering the service of transporting Customers within the City of Operation from the pick-up points to the drop points as communicated by the Customer at the time of requesting the booking on the Application.
22. "Vehicle / Taxi / Bodaboda /Bajaj" shall mean a taxi as defined under the Traffic Act Laws of Tanzania.
23. "You", "Your or "Yourself" shall mean reference to the Customer accessing the Application.
24. Interpretation
1. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.
 2. Headings and captions are used for convenience only and will not affect the interpretation of the T&Cs.
 3. Any reference to a natural person will, unless repugnant to the context, include his legal heirs, executors and permitted assignees. Similarly, any reference to a juristic person such as TWENDE will, unless repugnant to the context, include its affiliates, successors and permitted assignees.
25. Eligibility
1. You will be "Eligible" to use the Services only when You fulfil all of the following conditions:
 - You have attained at least 18 (eighteen) years of age.
 - You are competent to enter into a contract under the Applicable Laws.
 - You have a valid registered mobile number.
 - You agree to comply with our terms and conditions of use.
 2. If You are not Eligible, please immediately abandon any and all attempts to register with Us or use Our Services.
 3. You acknowledge that We rely completely on the information provided by You and We shall not be held liable if You or anyone who uses Your Account to access the Services on the Application is not Eligible to use the same.
26. Registration and Account
1. You understand and acknowledge that You can register on the Application only after complying with the requirements of Clause 3.1 and through a valid Phone number.
 2. You will be required to enter Your Registration Data on the Application following which a verification link would be sent to Your Phone number. Upon receipt of the verification link on Your Phone number, You shall be required to click on the said link

within 24 (twenty four) hours of receiving the verification link in order to complete the aforesaid verification process. In the event of Your failure to click on the verification link within the above mentioned timeline, the same would lapse and You will have to repeat the process.

3. Upon completion of the verification process in accordance with Clause 4.1 above, you will be added to our platform through which You can avail the Services offered on the Application.
4. In order to use the Application, you are required to provide Registration Data to TWENDE on the Application. You shall not impersonate someone else or provide account information, an email address or any other information that is not Your own. We shall bear no liability for false, incomplete, old or incorrect Registration Data provided by You.
5. In the event of any change in the said Registration Data, you agree to promptly update Your Registration Data on the Account so as to ensure that the communication We intend to send to You is promptly delivered to You and is not sent to any other entity/third party.
6. You confirm and consent to TWENDE storing the Registration Data provided by You for contacting You for all Service related matters. You may promptly inform Us on any change in the Registration Data provided.
7. We may send any Information to You to the mobile number or Original ID registered with Us as Registration Data.
8. We reserve the right to suspend or terminate Your Account with immediate effect and for an indefinite period, if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way, or any other reason We may find to do so. We also reserve the right to suspend Your Account with immediate effect and for an indefinite period upon receipt of any complaint from the Service Provider.
9. It is Your responsibility to check to ensure You download the correct application for Your device. We are not liable if You do not have a compatible mobile device or if You download the wrong version of the Application for Your mobile device. We reserve the right to terminate the Service and the use of the Application should You be using the Service or Application with an incompatible or unauthorized device.
10. We allow You to open only one Account in respect of one Phone number.
11. You will not assign or otherwise transfer Your Account to any third party.
12. In case of any unauthorized use of Your Account, You are to bring the same to Our notice promptly. In the event of such unauthorized use, please immediately reach Us at support@twendetigo.co.tz.
13. In case, You are unable to access Your Account, please inform Us at support@twendetigo.co.tz and make a written request for blocking Your Account. We will not be liable for any unauthorized transactions made through Your Account.
14. By using the mobile Application, you further agree that:
 - You will download the Application for your sole, personal use and will not resell it to a third party;
 - You will not authorize others to use your account;

- You will not assign or otherwise transfer your account to any other person or legal entity;
- You will not use an account that is subject to any rights of a person other than you without appropriate authorization;
- You will not use the Application for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
- You will not use the Application to cause nuisance, annoyance or inconvenience;
- You will not impair the proper operation of the network;
- You will not try to harm Application in any way whatsoever;
- You will not copy, or distribute the Application or other content without written permission from TWENDE Ltd;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Application;
- You will provide us with whatever proof of identity we may reasonably request;

15. NOTWITHSTANDING ANYTHING CONTAINED ANYWHERE IN THIS AGREEMENT YOU ACKNOWLEDGE THAT TWENDE DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT AUTHORIZED VEHICLE OPERATORS AND CERTIFIED SERVICE PROVIDERS WHO ARE NOT EMPLOYED BY TWENDE

27. Rights and Obligations: Do's & Don'ts

1. TWENDE provides technology based services for booking taxis/Tri-cycles/motor-cycles within Tanzania to you and you agree to obtain taxi services offered by third party taxi providers, drivers or vehicle operators ("the Service Provider"). All the Services provided by TWENDE to you by means of your use of the booking platform are hereinafter referred to as the "Service."
2. TWENDE shall take your booking request and forward it to the Service Providers through GPS-GPRS of mobile phones. The Service Provider shall have the sole discretion to accept or reject each request for taxi service. The Service Provider has discretion over whether to receive the booking request made by You through TWENDE. If the Service Provider accepts the booking request made by You through TWENDE, the GPS device installed in the Taxi notifies you and provides the information regarding the Service Provider including its name, contact number etc.
3. TWENDE shall make reasonable efforts to bring you in contact with the Service Provider in order to obtain taxi Service subject to availability of the Service Provider in or around your location at the time of your booking request made.
4. For the avoidance of doubt, it is clarified that the Company itself does not provide taxi services. It is the Service Provider who shall render taxi service to you. The provision of the taxi services by the Service Provider to you is therefore subject to the agreement (to be) entered into between you and the Service Provider and the Company shall never be a party to such agreement. Even after acceptance of

booking, the Service Provider may not reach your pick up location or decide not to render his services in which event the Company shall not be held liable to you.

5. You will refrain from doing anything which we reasonably believe to be disreputable or capable of damaging our reputation;
6. You will comply with all applicable laws;
7. You will treat taxi drivers introduced to you through us with respect and not to cause damage to their taxi or engage in any unlawful, threatening, harassing, abusive behaviour or activity whilst using their taxi or the service;
8. You will compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of these Terms.
9. Please note that we are not responsible for the behaviour, actions or inactions of drivers of taxis or the quality of taxi which you may use. Any Contract for the provision of taxi services is between you and the driver and not us and we simply provide a platform to introduce drivers and passengers.
10. A booking can be made only through the Application. You understand and undertake that the use of the Application is only for Your personal purpose. You shall not be allowed to book rides on behalf of others.
11. You warrant that the information you provide to the Company is accurate and complete. The Company is entitled to at all times verify the information that you have provided. You may only access the Service using the authorized means. It is your responsibility to check to ensure you download the correct mobile application for your device or visit the correct portal. The Company shall not be liable if you do not download the correct mobile application or visit the appropriate web portal.
12. You acknowledge that there may be a delay in dropping You at Your destination, and that You shall have no claim against TWENDE in this regard.
13. You shall not use the Service for emergency hospital visits when You are in a condition of serious ill health or in any other case of emergency or urgency or any other situation of a similar nature. In the event that You choose to do so, You do so against the provisions of these T&Cs, and acknowledge that TWENDE shall have no obligation in this regard.
14. You are required to ensure that the Vehicle assigned to You in the manner provided in the T&Cs bears the same registration number and the registration details specified to You through the Application and/or SMS.
15. You represent to TWENDE that while using the Service and during Your journey in the Vehicle, You shall (a) behave in a disciplined and decent manner; (b) refrain from disturbing, misbehaving or in any other manner adversely affecting the quality of the journey and the Service Provider.
16. No change in drop location shall be allowed once the Application confirms the booking.
17. You will comply with all applicable law from your home nation, the country, state and/or city in which you are present while using the Application.
18. The Company reserves the right to immediately terminate use of the Application should you not comply with the any of the above rules.
19. The Company takes no responsibility for the accuracy of the estimates and any variation between the estimate and the actual fare.

20.

28. General Customer behaviour while using transport service through the Service Provider

1. You shall maintain reasonable behaviour while utilizing the Services offered by the Service Provider.
2. You shall take full responsibility of your items. In case of lost items during the journey, We will try to locate the items on a "best-effort" basis but We shall not be responsible for the same in case of any losses or damages arising out of such lost items.
3. You shall ensure that:
 - You report promptly on time at the pick-up location;
 - You avoid talking loudly over the phone;
 - You do not use foul language in the Vehicle;
 - You do not share Your personal information with the Service Provider.
 - You maintain decorum whilst within the vehicle;
 - You do not consume any alcoholic beverages, or consume any tobacco products or any illegal substances in the Vehicle;
 - You keep your belongings with You only.
4. You shall ensure that You will not:
 - Ask the Service Provider to break any Traffic/Transport/City Police and/or government rules for any purpose (especially reaching the destination earlier).
 - Pressurize the Service Provider to overload the boot space of the Vehicle with luggage. (The Customer shall not be generally allowed to use the seating area of the Vehicle for placing any kind of luggage).

29. Use of Application

30. You agree, undertake and confirm that Your use of the Application shall be strictly governed by the following binding principles:

1. You may use the Website and Application for lawful purposes only.
2. You shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - belongs to another person and to which You do not have any right to; or interferes with another user's use and enjoyment of the Application or any other individual's use and enjoyment of similar services; or
 - is harmful, harassing, blasphemous, defamatory, obscene, pornographic, libelous, invasive of another's privacy, hateful, or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, or unlawfully threatening or unlawfully harassing another user; or
 - is misleading in any way; or
 - is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual; or
 - involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; or

- infringes upon or violates any third party's rights, [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number)]; or
- contains restricted or password-only access pages, or hidden pages or images (those not linked to the Application or from another accessible page); or
- provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; or
- provides instructional information about illegal activities such as making or buying illegal weapons, violates someone's privacy, or providing or creating computer viruses; or
- contains video, photographs, or images of another person without his or her express written consent and permission, or the permission or the consent of his her guardian in the case of a minor; or
- tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable codes of conduct or end user access and license agreements) to the Applications or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Applications or solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- engages in commercial activities and/or sales without Our prior written consent, including activities such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items. [Throughout these T&Cs, Our "prior written consent" means a communication coming from Our authorized representative, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization]; or
- refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Application, or contains content that would be prohibited or violates the letter or spirit of these T&Cs; or
- harm minors in any way; or
- is fraudulent or involve the sale of counterfeit or stolen items; or
- violates any law for the time being in force; or
- deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; or
- exhibits the tenor of impersonating another person; or
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancel bots or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal identifiable information or attempt to interfere with

the proper working of the Application or any transaction being conducted on the Application; or

- threatens the unity, integrity, defence, security or sovereignty of Tanzania, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation; or
 - is false, inaccurate or misleading; or
 - directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; or
 - creates any liability for Us or cause Us to lose (in whole or in part) the services of our suppliers.
3. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Application or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Application or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Application. We reserve the right to bar any such activity.
 4. You shall not copy, distribute or disclose any part of the Application in any medium.
 5. You shall not attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Application.
 6. You shall not take any action that imposes, or may impose at Our sole discretion an unreasonable or disproportionately large load on Our infrastructure.
 7. You shall not upload invalid data, viruses, worms, or other software agents through the Application.
 8. You shall not collect or harvest any personally identifiable information, including account names, from the Application.
 9. You shall not use the Application for any commercial purposes without having all necessary rights and licenses to the Content.
 10. You shall not impersonate another person or otherwise misrepresent Your affiliation with a person or entity, conducting fraud, hiding or attempting to hide Your identity.
 11. You shall not interfere with the proper working of the Application.
 12. You shall not access any content on the Application through any technology or means other than those capabilities provided by the Application.
 13. You shall not bypass the measures We may use to prevent or restrict access to the Application, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Application or the content therein.
 14. You shall not probe, scan or test the vulnerability of the Application or any network connected to the Application nor breach the security or authentication measures on the Application or any network connected to the Application. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Application, or any other customer of TWENDE, including any of Our accounts not

owned by You, to its source, or exploit the Application or any service or information made available or offered by or through the Application, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Application.

15. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Application or Our systems or networks, or any systems or networks connected to the Application.
16. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Application or any service offered on or through the Application. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
17. You shall not use the Application or any Content for any purpose that is unlawful or prohibited by these T&Cs as well as the Applicable Law and/ or to solicit the performance of any illegal activity or other activity that infringes the rights of TWENDE or others.
18. You shall not use the Services or the Application in any manner that could damage, disable, overburden, block or impair any of the servers connected to the Application. You may not attempt to gain unauthorized access to the Services through hacking, password mining or any other means.
19. You shall not reverse engineer, decompile and disassemble any software used to provide the Services.
20. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or any domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or reputation of TWENDE on Our platform or otherwise tarnish or dilute any of Our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Us.
21. Solely to enable Us to use the information so that We are not violating any rights You might have with respect to Your information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your information, in any media now known or not currently known.
22. You shall not engage in advertising to, or solicitation of, other users of the Application to buy or sell any products or services, including, but not limited to, services being displayed on or related to the Application. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Application. It shall be a violation of these T&Cs to use any information obtained from the Application in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Application without Our prior explicit consent. In the event of Us according consent to a person to advertise through Our Application, We may in order to protect Our users from such advertising or solicitation, reserve the right to restrict the number of messages or emails which a

user may send to other users in any 24-hour period, the same being subject to Our sole discretion.

23. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Application) as necessary to satisfy the Applicable Law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as We, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
 24. We reserve the right, but have no obligation, to monitor the materials posted on the Application. We shall have the right to remove or edit any Content that in our sole discretion violates, or is alleged to violate, any Applicable Law or either the spirit or letter of these T&Cs. Notwithstanding this right of TWENDE Ltd, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE SITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such content posted does not necessarily reflect Our views. In no event shall We assume or have any responsibility or liability for any content posted or for any claims, damages or losses resulting from the use of the content and/or appearance of content on the Application. You hereby represent and warrant that You have all necessary rights in and to all content You provide and all information it contains and that such content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.
31. Content Posted on Application and Intellectual Property
1. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Application is owned, controlled or licensed by or to Us, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws, and may not be copied, imitated or used, in whole or in part, without the prior written permission of TWENDE.
 2. Except as expressly provided in these T&Cs, no part of the Application and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent.
 3. You may use information on Our services that has been made available by Us for downloading from the Application, provided You:
 - do not remove any proprietary notice language in all copies of such documents; or

- use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
 - make no modifications to any such information; or
 - do not make any additional representations or warranties relating to such documents.
4. All trademarks, brands and service marks used in connection with the Application or Services offered are owned by TWENDE Ltd and is TWENDE Ltd's property; TWENDE owns all copyrights and intellectual property rights and database rights in connection with the Services and the Application. For use of any third party's intellectual property, You need to get permission directly from the owner of the intellectual property for any use. Third party trademarks may appear on this Application and all rights therein are reserved to the registered owners of those trademarks.
 5. You agree to abide by laws pertaining to copyright, trademark, patent, and trade secret ownership and use of intellectual property, and You shall be solely responsible for any violations of any Applicable Laws and for any infringements of any intellectual property rights caused by use of the interface/Application.
 6. You shall be responsible for any notes, messages, e-mails, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Applications ("Posted Content"). Such Posted Content will become Our property and You grant Us the royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Application and TWENDE Ltd's (and its successors' and affiliates') business. We shall be entitled to, use the Posted Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Posted Content. You agree that any Posted Content may be used by Us in the manner that We deem fit, consistent with Applicable Laws and You are not entitled to any payment or other compensation for such use of Posted Content by Us. TWENDE Ltd takes no responsibility and assumes no liability for any content posted by You ("User Content") that You or any other user or third party creates, stores, shares, posts or sends through the Application. You shall be solely responsible for Your User Content and the consequences of posting, publishing it, or sharing it and You agree that We are only acting as a passive conduit for Your online distribution and publication of Your User Content. If Your User Content violates these T&Cs, You may bear legal responsibility for that content.
 7. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TWENDE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, TWENDE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TWENDE DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

32. Booking process

33. You may download the Application on Your device for availing the Service and the Service shall be available only through the Application. For making a booking You will have to enter the destination, budget which is optional and type of transport on the booking screen of the Application. The pick-up address will be fixed to Your location at the time of making the booking and will be non-editable. Upon Your clicking the tab, the booking confirmation screen will pop up which will display pickup location, budget and type of transport . If You agree You will be required to hit the 'I Confirm' icon.

34. Confirmation of booking

1. We shall upon You clicking the "I Confirm" icon appearing at the bottom of Your screen, You get a list of available drivers with amount of fare they suggested for trip.
2. You may, compare trip fare price from different drivers.
3. You may, select a favorable bid for payment.

35. Payment

36. You have to pay for the Services with mobile money:

1. TIGOPESA payment: TWENDE will facilitate your payment of the applicable Charges on behalf of the Service Provider as limited payment collection agent. Mobile money payment for trips shall be made to Us at the time before You board the Vehicle through Tigo Secure i.e. TIGOPESA powered by one or more third party payment processors ("Payment Processors"). When You choose to make an online payment, We shall collect the fare on behalf of the Service Provider who will be responsible for providing the transportation services. You acknowledge that collection of the fare on behalf of the Service Provider in no way implies that the transportation services are being provided to You by Us.
2. This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided.

37. Arrival Policy

38. The SERVICE PROVIDER shall arrive in 10(ten) minutes on pickup location

39. Waiting policy

40. The SERVICE PROVIDER shall wait only for 10 (ten) minutes for the Customer at the pick-up location. If the customer does not board within 15 (fifteen) minutes, then the SERVICE PROVIDER/TWENDE may cancel the trip and leave the pick-up location.

41. Cancellation policy

1. Before payment, You can cancel a bid requests and back to home screen without any charges.
 2. After payment, When you cancel a request after payment you will be refunded in 24 hours after confirmation that a trip was not happen.
42. Refund policy
1. If you paid for service but no service provider not appeared in 15(fifteen) minutes you will be reallocated to a new nearest driver.
 2. If you paid for service but is not completed, You shall be reallocated to a nearest driver to replace one.
 3. If you paid for service but no driver appeared at all You will get refund in 24 hours.
43. Luggage policy
44. While using the Service You may not carry any luggage other than personal luggage provided it does not exceed 20kgs in total. We will not be liable if the luggage does not fit into the vehicle. You are strictly prohibited from carry any flammable, commercial or illegal luggage at all times.
45. Other businesses
46. We do not take responsibility or liability for the actions, products, content and services on the Application, which are linked to affiliates and / or third party websites using Our APIs or otherwise. In addition, We may provide links to the third party websites of affiliated companies and certain other businesses for which, We assume no responsibility for examining or evaluating the products and services offered by them, and We do not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). We do not in any way endorse any third party website(s) or content thereof.
47. Termination and expiry of the account
48. We reserve the right to modify, terminate or suspend Services to You at any time without prior notice due to any changes in internal policy or the Applicable Laws or any breach of these T&Cs by You or for any reason whatsoever. You can exit Your Community/Registered Community/Deemed Community/Open Community using the Application and/or terminate Your Account by submitting a request to Us at support@twendetigo.co.tz We will make every effort to respond to Your request for termination at the earliest. You will remain responsible for all Transactions that occurred prior to termination of Your Account.
49. Termination and expiry of the account
1. Except for Our limited role in providing you a technological link and platform for taxi booking facility that You authorize or initiate, We are not involved in any underlying transaction between You, any Service Providers or other third party.
 2. We are not a selling agent in relation to any sale of goods or services to You by any Service Provider or any other third party.
 3. We shall not be liable for the quality, safety, reliability, legality, delivery or any other aspect of any service that You may avail using the Application.
 4. Your use of the Service is at Your sole risk. The Service is provided on an "as is" and "as available" basis.
 5. We do not guarantee and do not promise any specific results from use of the Application and/or the Services, including the ability to avail the Services at any particular location or time.

6. We disclaim all warranties of any kind whether express or implied including without limitation, any representation or warranty for accuracy, availability, continuity, uninterrupted access, timeliness, sequence, quality, performance, security, merchantability, fitness for any particular purpose, non-infringement or completeness. Without prejudice to the foregoing paragraph, We do not warrant that:
 - This Application will be constantly available, or available at all; or
 - The information on this Application is complete, true, accurate or non-misleading; or
 - This Application; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Application; their servers; or electronic communication sent from Us are free of viruses or other harmful components; or
 - Content on the Application constitutes, or is meant to constitute, advice of any kind;
7. TWENDE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES. TWENDE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER.
8. TWENDE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TWENDE'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS (SERVICE PROVIDERS) PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH THE APPLICATION ARE DOING SO AS INDEPENDENT CONTRACTORS AND IN THEIR OWN PERSONAL CAPACITY AND ARE NOT EMPLOYEES OR AGENTS OF TWENDE LTD. ACCORDINGLY IN NO EVENT SHALL TWENDE LTD BE LIABLE FOR ANY LOSS, ACTION, DAMAGE, INJURY, THEFT, DEATH OR GRIEVOUS HARM THAT MAY RESULT AS A CONSEQUENCE OF YOU USING THE SERVICES.
9. IN ANY EVENT TWENDE'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION SHALL NOT EXCEED TANZANIA SHILLINGS FIVE THOUSAND (Tshs 5000).
10. TWENDE MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT TWENDE HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.
11. Your correspondence or business dealings with, or participation in promotions of, third party advertisers found on or through the Application, including payment and delivery of related goods or services, and any other terms, conditions, warranties or

representations associated with such dealings, are solely between You and such third party advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party advertisers on the Application.

12. TWENDE shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Customer arising out of the use of taxi service offered by Service Provider or due to the failure of Service Provider to provide Services to the Customer for any reason whatsoever including but not limited to the Customer's non-compliance with the Services' recorded voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of TWENDE or any person or any organization involved in the above mentioned systems.
13. You acknowledge that while TWENDE employs certain quality control measures, TWENDE does not, and cannot exercise control over the quality or safety of the transportation that is made use of by You through the Services.
14. TWENDE will not be liable for any damages of any kind arising from the use of the service offered by the Service Provider including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
15. TWENDE will take all reasonable measures to ensure that Service Provider should fulfil his duty properly but there may be exceptions and if any passenger is inconvenienced, TWENDE will not be held liable. The Customer is advised to make alternate arrangement in case the taxi has not reached due to any reason.
16. The Vehicle services, and any claim resulting from the same, while requested through the Application, remains the responsibility of the Service Providers and TWENDE shall not be liable for any conduct of the Service Providers. TWENDE encourages You to notify any complaints that You may have against the driver of any taxi that You may have hired using the TWENDE's platform.
17. TWENDE is not responsible for the conduct, whether online or offline, of any other user of the Application or Services. By using the Application and the Services, You agree to accept such risks and acknowledge that TWENDE is not responsible for the acts or omissions of other users.
18. All the vehicles registered with TWENDE platform are continuously tracked using GPS for security reasons only. It is expressly made clear to You hereby that TWENDE does not own any taxis nor does it directly or indirectly employ any of the Service Providers for the taxis. TWENDE disclaims any and all liability in respect of the Service Providers and the taxis alike.
19. The location data made available on the Application is basic in nature, and meant to provide guidance to drivers only. You acknowledge that it is not intended to be relied upon in situations where precise location information is required, or where erroneous, inaccurate or incomplete data may lead to death, personal injury, property or environmental damage. TWENDE does not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed.
20. We do not authorize anyone to make a warranty on Our behalf and You may not rely on any statement of warranty as a warranty by Us.

21. TWENDE and its representatives, officers, employees, agents and contractors shall not be liable for any loss, damage, claim, expense, cost (including legal costs) or liability arising directly or indirectly from Your use or non-use of the Service or the Application, or Your reliance upon the Service or the information contained upon the Application (whether arising from TWENDE or any other person's negligence or otherwise).
22. We do not warrant that Your use of the Application or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet Your requirements, that any defects in the Application will be corrected, or that the Application is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Application or Services.

50. Privacy and Security

1. We will take every reasonable effort not to share any of trip details, Registration Data or other personal information (collectively, "Personal Information") You provide Us, except as required under any Applicable Law, or to the limited extent necessary for Us to implement any booking instructions We receive from You. Please read Our privacy policy for further details regarding the use of Your Personal Information. We will bear no liability for the consequences in any event where Your Personal Information has been willingly or inadvertently shared by You with any third party.
2. You acknowledge that the information made available by You on the Application, including location data, may be accessible to certain other users of the Application.
3. You hereby expressly consent to receive communications from Us through Your registered phone number and/or Original ID. You consent to be contacted by Us via phone calls and/ or SMS notifications. You agree that any communication so received by You from Us will not amount to spam or unsolicited communication.
4. You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and transactions that occur through Your Account and the Application, whether initiated by You or any third party. The password and other details of the Account should not be shared with any third party. Your Account is non-transferable and is not capable of being sold to a third party. We shall not be liable for any loss that You may incur as a result of someone else using Your password or Account, either with or without Your knowledge.
5. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Application and that You may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about You on the public forum due to Your use of the Application, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Application You acknowledge and agree that We shall not be responsible for the use of any personal information that You publicly disclose or share with others on the Application. Please carefully select the type of information that You publicly disclose or share with others on the Application, or from the Application on other social platforms.

51. Notices and Communication

1. Any notice or notification in relation to these T&Cs which You wish to make to Us must be made in writing to:
2. Attn: Team TWENDE
3. Address: 1st Floor, Sayansi Kijitonyama, Bagamoyo Road Dar es salaam
4. E-mail:
5. All Your communication with Us will be of a professional nature only. You will not contact Us to harass, intimidate or threaten any person, or to promote any cause, which You may support.
6. You will be subject to Our T&Cs and privacy policy

52. Indemnity and Limitation of Liability

1. You will defend, indemnify and hold harmless TWENDE, and each of its affiliates (and its respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any Claim that arises out of or relates to: the use or misuse of Services or any violation of these T&Cs.
2. For purposes hereof: "Claim" means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.
3. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTES WITH US IS THE CANCELLATION OF YOUR ACCOUNT WITH THE APPLICATION. IN NO EVENT SHALL TWENDE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOST PROFITS, ONWARD JOURNEY, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF WE HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

53. Force Majeure

1. We shall not be liable for any failure to perform any obligations under these T&Cs, if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.
2. For the Purpose of this clause "Force Majeure Event" shall mean any event arising due to any cause beyond the reasonable control of TWENDE.

54. Waiver

55. Our failure, delay or omission to exercise or enforce any rights or provisions of these T&Cs will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Any claim in relation to Services or T&Cs should be filed within 3 (Three) months from when the cause of action arose. Any claims filed beyond this time period shall be barred.

56. Revision of T&Cs

1. We reserve the right to change any of the T&Cs or any policies or guidelines governing the Application or Services, at any time and at Our sole discretion. Any changes will be effective upon posting of the revisions on the Application and We may send You an automated e-mail to Your Original ID informing about the changes made.

2. Unless otherwise specified by Us, revised T&Cs will take effect automatically and be binding from the day they are posted on the Application. By continuing to access or use Services, You will be deemed to have agreed to accept and be bound by such revised T&Cs. If You do not agree to the revised T&Cs, You should discontinue accessing Our Application or using Our Services immediately.
3. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these T&Cs, at any time without any prior written notice to You. It is Your responsibility to review these T&Cs periodically for updates / changes. Your continued use of the Application following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these T&Cs, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Application.

57. Customer Grievance Redressal Policy

58. If You are not satisfied with the quality of Service(s) offered or have any other complaints or grievance, please contact Our customer care at support@twendetigo.co.tz

59. Severability

60. If any part of these T&Cs is determined to be invalid or unenforceable pursuant to the Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these T&Cs will continue in effect.

61. Governing Law and Dispute Resolution

1. Any dispute, controversy or claim arising out of or relating to this T&Cs or the validity, interpretation, breach or termination thereof ("Dispute"), including claims seeking redress or asserting rights under the Applicable Law shall be amicably settled through mutual consultation and escalation at such offices of TWENDE as TWENDE may designate. If the Dispute is not settled amicably as aforesaid within a period of 14 (Fourteen) calendar days, the matter would be referred to arbitration in accordance with the provisions of the Arbitration Act of Tanzania. Arbitration shall be presided over by a sole arbitrator mutually appointed by Us and the Customer.
2. The arbitration proceedings shall be conducted in the English language. The venue for the arbitration proceedings shall be Dar es salaam.
3. This T&Cs shall be governed by and construed in accordance with the laws of Tanzania and We and You agree and undertake that any controversy or claim arising out of or relating to these T&Cs will be adjudicated exclusively before a competent court in Dar es salaam Tanzania only.