

ONEXENT TECHNOLOGIES LIMITED

TERMS OF USE AND SERVICES

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CENTIWISE TERMS OF USE

Welcome to our Centiwise! We offer a wide variety of technology products and services to help you succeed in your business. This Terms of Use ("Terms") sets forth the legally binding terms that govern your access and use of products and services offered on our website. Please read these Terms carefully before accessing or using our Services for you will be bound by it upon accessing.

1.0 Acceptance of Terms

By accessing or using our products and service, you represent that you have read, understood, and agree to be bound by these Terms (for all our contacts and visitors to our website), and our [Privacy Policy](#) as well as any additional terms and conditions applicable to specific features, content, or services that may be provided by us. If you do not agree to these Terms, then please do not visit Centiwise website.

2.0 Changes to Terms

We expressly reserve the right to modify or update these Terms from time to time without prior notice. Although we will note the most recent version at the top of this page. This will help you keep track of the latest version of the Terms. By accessing our site, you acknowledge and agree that it is your responsibility to review this site and these Terms from time to time so as familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment of the modified Terms and agreement to abide and be bound by the modified Terms.

3.0 Intellectual Property

Centiwises' products, services and its original content, features, and functionality are owned by us and are protected by international copyright, trademark, patent, trade secret, and other intellectual property. Users are then informed that they may not modify, reproduce, distribute, create derivative works, publicly display, or exploit the protected intellectual property without obtaining the owner's prior written consent.

4.0 User Conduct

You agree to use the Services only for lawful purposes and in accordance with these Terms. You will not:

- Post, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- Attempt to gain unauthorized access to any portion of the Service or any other systems or networks.

- Use the Service to transmit any viruses, or other malicious code.
- Impersonate any person or entity or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity.
- Collect or store personal information about other users without their consent.
- Violate any applicable laws or regulations.

5.0 Third-Party Links

The website may contain links to third-party websites or resources. These links are provided for your convenience only, and we have no control over the content or availability of these third-party websites or resources. We do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You acknowledge and agree that we shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or resources.

6.0 Limitation of Liability

In no event shall we or our affiliates, directors, employees, agents, or licensors be liable for any direct, indirect, incidental, special, or consequential damages or losses arising directly or indirectly from, inter alia, content on any websites owned by Centiwise. Although we aim to do everything possible to ensure the safety of use of all our services, Centiwise shall not be held liable for any damages or loss of data resulting from using our services.

7.0 Technical Limitations

While our company takes reasonable measures to protect user data and ensure the security of our systems, we cannot guarantee the absolute security of information transmitted or stored through our services. Users are responsible for implementing their own security measures and keeping their login credentials confidential.

CENTIWISE TERMS OF SERVICE

Welcome to the Terms of Service for Centiwise Technologies Ltd, a technology company dedicated to offering a wide variety of technological products and services to help you succeed in business.

These Terms of Service ("Terms") govern your use of the products and services provided by our company. Please read these Terms carefully before accessing or using our products or services. By accessing or using any part of our products or services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our products or services.

1.0 Eligibility and Access

You must be at least 18 years of age to use our Services. By accessing our Services, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into this agreement.

2.0 Account Creation and Usage

To use certain features of Centiwise products and services, you will be required to apply for a Merchant account by sending your application details to our onboarding team which will later be reviewed by the compliance team before approval to open an account. You are also responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to provide accurate and complete information when creating an account and to promptly update any information that may change. You must not use false or misleading information or impersonate any person or entity.

3.0 Intellectual Property

The content and materials available on our website are the property of Centiwise and are protected by copyright, trademark, and other intellectual property laws. The Company retains all rights, title, and interest in and to its intellectual property. You may not copy, modify, distribute, translate, or display any content or materials from our Services without our prior written consent. All Intellectual Property Rights in or related to products and services are and will remain the exclusive property of Centiwise, whether recognized or perfected under the laws of the jurisdiction in which the services are used or licensed.

4.0 Indemnity

You agree to indemnify Centiwise, its affiliates, officers, directors, employees, agents, and licensors from and against all direct actions, proceedings, costs, claims, demands, charges, expenses (including legal

expenses), liabilities, fines, levies, losses and damages, whether arising in tort, contract or common law, which Centiwise may actually have incurred or suffered to the extent arising out of or in consequence of or in connection with.

5.0 Acceptable Use

You agree to use our products and services in compliance with applicable laws and regulations. You must not engage in any activity that is unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable. You must also not attempt to gain any unauthorized access to our systems or networks, disrupt the integrity or performance of our products or services, or transmit any malicious code or malware.

6.0 Privacy and Data Protection

We value your privacy and handle your personal information in accordance with our Privacy Policy. Which governs the collection, use, and disclosure of your personal information by Centiwise. By using our products and services, you consent to those terms.

7.0 Third-Party Content and Links

Our Products and Services may include content or links to third-party websites or resources. We do not endorse or assume any responsibility for the accuracy, legality, or safety of such third-party content. You acknowledge and agree that we shall not be responsible or liable, directly, or indirectly, for any damages or losses incurred through your use of or reliance on any third-party content or resources.

8.0 Limitation of Liability

Save in the event of negligence, fraud, or willful misconduct, Centiwise and its affiliates, directors, officers, employees, agents, or licensors shall not be liable for any direct or indirect, incidental, special, or consequential damages, including loss of profits, revenue, data, or loss incurred by the others because of failure or interruption of the services to be provided under this contract.

9.0 Modification of Terms

The Company reserves the right to modify or update these Terms at any time without prior notice. Any changes to the Terms will be effective immediately upon posting. By continuing to use our services after the Terms have been updated, you agree to be bound by the revised Terms.

10.0 Termination

Centiwise shall be entitled to immediately suspend/terminate the provision of our services at any time with immediate effect by notice to the Merchant. This means your right to use our products or services will immediately cease.

11.0 Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws England and Wales. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts located in Kenya.

12.0 Confidentiality

Each of the Parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the acceptance of this agreement, except as required by law or as necessary for the performance of this agreement. The obligations of confidentiality shall survive the termination of this agreement.

13.0 Dispute & Dispute resolutions

Centiwise shall not be involved in any dispute that may arise between the Merchant and any of its customers unless such dispute specifically relates to transaction settlement. Any dispute that may occur shall be referred to the most senior executives of the Parties to resolve within thirty (30) days.

Upon the failure of an amicable resolution, disputes may be submitted to arbitration by either party. Such arbitration will take place in Nairobi, Kenya. The parties shall agree on a mutual arbitrator, failure to which, either party shall apply to the Chairperson of the Chartered Institute of Arbitrators, Kenya Chapter

14.0 Waiver

Failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the same or affect your rights thereafter to enforce the same.

15.0 Notices

Any notice required hereunder shall be in writing and may be served either personally, or by registered or recorded delivery mail, or by email to the last known address of the parties.

A notice shall be deemed to have been served, if it was served in person, at the time of service, or if it was served by email, at the time of confirmation of read receipt by the recipient or after 5 days of sending the email.

16.0 Rolling Reserve

Centiwise shall be responsible for determining the percentage of the Merchant's Rolling Reserve on a risk-based approach and will be guided by reserve requirements of the acquiring banks.

17.0 Settlement of Funds

We shall make settlements of funds cleared and received by Centiwise to the Merchant's settlement bank.

18.0 Chargebacks

Unless otherwise stated, all fees, charges, and other payments to be made by the Merchant are exclusive of VAT and any other relevant taxes and in addition to paying such fees, charges or other payments, the Merchant shall also pay any such taxes where applicable.

19.0 Refunds.

We stand by the quality of our services and at any point you feel dissatisfied, we offer refunds based on certain terms, conditions and limitations that will be outlined in your service agreement upon purchase of our products or services.

20.0 Anti-Corruption

Centiwise is committed to ethical business standards and compliance with all applicable anti-corruption laws and regulation in Kenya (including the Economic and Financial Crimes commission Laws and the Foreign Corrupt Practice Act of the United States of America and the Bribery Act 2010 of the United Kingdom) and all applicable anti-bribery and anti-corruption regulations and codes of practice.

Centiwise itself, its directors, officers, employees, or Affiliates have prohibited any kind of corrupt practices including but not limited to, kickbacks, Money laundering and extortions. You are therefore required to comply with these anti-corruption clauses and report any corrupt practices immediately. Non-compliant

shall lead to termination of the agreement, legal action or other remedies allowed by law. You agree to these Terms of Service by acknowledging and agreeing to comply with our anti-corruption clause and all applicable laws and regulations.