

## Terms of Use

MYSAFARI WALLET, LTD d/b/a MYSAFARI WALLET.com together with its affiliates, including Truelife Investment Limited and SI Travel investments, LTD ("MYSAFARI WALLET," "us," "our" or "we") provides this web site to you under the following terms and conditions (this "Agreement" or "Terms of Use"). Our Privacy Policy (as in posted to our website), which explains how we collect and use information from visitors to our web site ("Visitors"), is incorporated by reference in these Terms of Use. By using our web site (the "Site") or submitting any information to us, you consent to and agree to be bound by these Terms of Use and our Privacy Policy. By using the Site in any manner, including but not limited to visiting or browsing the Site, you agree to be bound by this Agreement, the Privacy Policy, and all other operating rules, policies and procedures that may be published by us from time to time on the Site, each of which is incorporated by reference and each of which may be updated by us from time to time without notice to you. Your use of the Site is governed by the version of this Agreement in effect on the date of use.

Our website can be accessed from the domain name: [www.mysafarwallet.com](http://www.mysafarwallet.com)

## Account Registration

In order to access certain features of the Site or to post content on the Site you must register to create an account ("Account"). You must complete the registration process by providing us with current, complete and accurate information. You will also choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. You agree to notify MYSAFARI WALLET immediately of any unauthorized use of your Account or any other breach of security. You will not share your password, let anyone else access your Account, or do anything else that might jeopardize the security of your Account. You will not transfer your Account to anyone without first getting our written permission.

You agree that your Account will be self-directed and that you are solely responsible for all purchases, orders, investment decisions and instructions placed in your Account. Although the Site may provide data, information or content provided by other parties relating to investment strategies and/or opportunities to buy and/or sell travel investments, you should not construe any such content as tax, legal, financial, or investment advice. Unless we provide you with specific advice that is clearly identified as an individualized recommendation specifically addressed to you, (which is not expected to take place), you represent that any decision to invest is based solely on your consideration of the risks involving a particular security or those of a third-party (i.e. your personal financial advisor) is made at your own risk. All investments involve a degree of risk, and you acknowledge and agree that you are solely responsible for determining the suitability of an investment or strategy and accept the risks associated with such decisions that may include the risk of complete loss of your principal. You agree and acknowledge that you are solely responsible for conducting legal, accounting, financial, and any other due diligence review on the companies listed on the Site. You are advised to consult with a licensed legal professional and investment advisor for any

legal, tax, financial, or investment advice. The Site will merely provide you with the ability for you to make your own investment decision without any advice by the Site.

### *Registration Information*

#### Travel Investor

The travel investments offered on this Site may generally be purchased by all Investors, except that certain investor and/or investments may be restricted based on jurisdiction, regulatory requirements, financial status, and/or Accredited Investor status as defined by Capital Market Authority in Kenya. An Accredited Investor is defined as follows:

- a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds 1000 Ksh at the time of the purchase, excluding the value of your primary residence; Explanation: In calculating net worth, you include all of your assets (other than your primary residence) whether liquid or illiquid, such as cash, stock, travel investments, personal property and real estate based on the fair market value of such property MINUS all debts and liabilities (other than a mortgage or other debt secured by your primary residence).
- a bank, insurance company, registered investment company, business development company, or small business investment company;
- an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions.
- a charitable organization, corporation, or partnership with assets
- a director, executive officer, or general partner of the company selling the travel investments;
- a business in which all the equity owners are Accredited Investors; or
- a trust with assets in excess of 1 million, not formed to acquire the travel investments offered, whose purchases a sophisticated person makes.

WE ARE ENTITLED TO RELY UPON YOUR REPRESENTATION. YOU WILL IMMEDIATELY NOTIFY US OF ANY MATERIAL ADVERSE CHANGE IN SUCH INFORMATION OR IF YOU DO NOT QUALIFY AS AN ACCREDITED INVESTOR FOR ANY REASON.

You acknowledge and agree that the foregoing provisions shall be automatically amended to match the definition of "Accredited Investor" pursuant to Regulation D if such definition is amended after the date hereof.

#### Fund Manager

The Fund Manager, or person who is offering travel investments on the site (an "Fund Manager") is responsible for the ensuring the product provided in the platform: (i) it has complied in all material respects with all applicable rules and regulations; and (ii) such information will not contain any untrue statement of a material fact or omit to state a material fact required to be stated or necessary to make such statements not misleading

in light of the circumstances under which they are made. The Site and Investors are entitled to rely upon any representations made by the Fund Manager. Each Fund Manager is responsible for ensuring that its travel investments offering, including use of the Site, is in compliance with all applicable statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or order of any United States or foreign, federal, state, local, municipal or other governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body, or any body duly authorized to exercise any administrative, judicial, executive, legislative, police, regulatory or taxing authority power or authority of any of the foregoing ("Applicable Law"). Each authorized representative of an Fund Manager accessing the Site hereby represents and warrants, on behalf of such Fund Manager, that its use of the Site is, and shall be at all times, in compliance with Applicable Law. Each Fund Manager hereby agrees, by creating an Fund Manager account and using the Site, that it shall become a member of the MYSAFARI WALLET general community, shall receive communications from MYSAFARI WALLET and grants to MYSAFARI WALLET a perpetual, irrevocable, non-exclusive license to all of the data posted by such Fund Manager on the Site.

Each Fund Manager hereby agrees to indemnify, defend and hold MYSAFARI WALLET and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these Terms of Use by such Fund Manager or its employees, agents, customers, or affiliates or arising from such Fund Manager's or its employees, agents, customers, or affiliates use of the Site.

### *General Guidelines*

You represent and warrant that all information that you provide to MYSAFARI WALLET or through the Site is accurate, complete and truthful. You acknowledge and agree that MYSAFARI WALLET and its agents are entitled to rely upon the information you provide as true, accurate and complete. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

MYSAFARI WALLET grants you a limited, revocable, non-exclusive, non-transferrable license to view, copy and print content on the Site for personal, non-commercial purposes. MYSAFARI WALLET grants the operators of public search engines a limited, non-exclusive, non-transferrable license to copy materials from the Site for the purpose of creating publicly available, searchable indices of Site content. We reserve the right to terminate or limit your access to the Site and/or the licenses granted herein for any reason and in our sole discretion. You agree not to modify, damage, disrupt, disable, overburden, impair, alter or interfere with the use, features, functions, operation, security or maintenance of the Site or the rights or use and enjoyment of the Site by any other person or entity in any manner.

You are prohibited from posting or transmitting any material on or through the Site that, in MYSAFARI WALLET's sole opinion, is or could be offensive, fraudulent, unlawful, threatening, disingenuous, libelous, defamatory, obscene, scandalous, inflammatory,

pornographic or profane, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. MYSAFARI WALLET will fully cooperate with any law enforcement authorities or court order requesting or directing MYSAFARI WALLET to disclose the identity of anyone posting any such information or materials on the Site.

### No Representations or Warranties

MYSAFARI WALLET makes no representation as to the completeness or accuracy of the information provided on the Site. MYSAFARI WALLET does not endorse or represent the reliability or accuracy of any content or information distributed through or accessed from the Site. MYSAFARI WALLET shall not be liable for any investment decisions made based upon such information. You agree that any reliance upon any content or information distributed through or accessed from the Site is at your sole risk. MYSAFARI WALLET is entitled to rely upon the information provided by its users. MYSAFARI WALLET cannot guarantee that Fund Manager's will use the proceeds of their investment in accordance with the stated purpose. To the extent provided by law, MYSAFARI WALLET assumes no liability or responsibility for any errors or omissions in the content of the Site. MYSAFARI WALLET has not reviewed all of the links provided on the Site and is not responsible for the content of any off-Site pages. Clicking on hyperlinks and visiting any off-Site pages is done at your own risk.

### Intellectual Property

You hereby agree, in your individual capacity and on behalf of any Fund Manager for which you are an authorized representative, subject to the Privacy Policy, that all content and images on the Site are either the property of, or used with permission by MYSAFARI WALLET. The use of the content or images by you or anyone authorized by you, is prohibited unless specifically permitted by these Terms of Use or provided elsewhere on the Site. By providing content or Data on the Site, subject to the Privacy Policy, you grant us a royalty-free, non-exclusive, worldwide license, under your intellectual property rights, to copy, reformat, index, modify, display, distribute and put to commercial and other uses such content or Data. No compensation will be paid with respect to our use such content or Data. MYSAFARI WALLET neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned or affiliated with MYSAFARI WALLET.

The trademarks, logo and slogans displayed on the Site including the mark MYSAFARI WALLET, (collectively the "Trademarks") are owned by MYSAFARI WALLET and others. Nothing on this Site should be construed as granting any license or right to use the Trademarks without written permission of MYSAFARI WALLET or such third party owner of the Trademarks. Your misuse of the Trademarks, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited. You are advised that MYSAFARI WALLET will aggressively enforce its intellectual property rights to the fullest extent of the law.

## Communications

You agree, in your individual capacity and on behalf of any Fund Manager for which you are an authorized representative, that MYSAFARI WALLET may send communications to you via your mailing address, email, telephone or facsimile number provided by you on your Account. You agree to notify us of any changes in your address or contact details. MYSAFARI WALLET may also deliver information verbally. Communications shall be deemed delivered to you when sent and not when received. Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means. You are obligated to review the Site periodically for changes and modifications and agree not to contest the admissibility or enforceability the Site's electronically stored copy of this Agreement in any proceeding arising out of this Agreement.

Although you consent to electronic delivery, you may elect to deliver communications by other means and such delivery shall not affect your consent. You may revoke consent to electronic delivery of communications and receive a paper version at your election. MYSAFARI WALLET shall have a reasonable period to effect such a change and MYSAFARI WALLET may charge you a reasonable fee for sending such paper copies. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

You agree that any information that you transmit to the Site or MYSAFARI WALLET in any manner including, but not limited to, pictures, videos, questions, comments, suggestions, website addresses and links to other website/articles, etc. is non-confidential and non-proprietary and can be used by MYSAFARI WALLET or its affiliates for any purpose. MYSAFARI WALLET is free to use any idea, concepts, know-how, techniques, etc. contained in any communication to the Site of the MYSAFARI WALLET for any purpose.

## Change or Termination

We may, without prior notice, change the Site, stop providing the Site, applications or services, or create usage limits for the Site. We may permanently or temporarily terminate or suspend your access to the Site without notice or liability, for any reason or for no reason, including if in our sole determination you violate any provision of these Terms of Use. Upon termination of these Terms of Use or your access to the Site for any reason or no reason, you will continue to be bound by these Terms of Use which, by their nature, should survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## Disclaimer of Liability

Your use of the Site is at your own risk. You acknowledge that MYSAFARI WALLET has no control over what effects the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content. You release MYSAFARI WALLET from all liability for you having acquired or not acquired content through the Site. MYSAFARI WALLET makes no representations concerning any content contained in or accessed through the Site, and MYSAFARI WALLET will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Service. MYSAFARI WALLET neither represents, warrants, covenants guarantees, nor promises any specific results from use of the Site.

THE SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE OR ADVICE PROVIDED IN CONNECTION WITH THE SERVICE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND SITE-RELATED SERVICES. NEITHER MYSAFARI WALLET NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES.

MYSAFARI WALLET makes no representation or warranty, express or implied, with respect to any third party data provided to MYSAFARI WALLET or its transmission, timeliness, accuracy or completeness, including but not limited to implied warranties or warranties of merchantability or fitness for a particular purpose. MYSAFARI WALLET will not be liable in any way to you or to any other person for any inaccuracy, error or delay in or omission of any third party data or the transmission or delivery of any such third party data and any loss or damage arising from (a) any such inaccuracy, error, delay or omission, (b) non-performance or (c) interruption in any such third party data due either to any negligent act or omission by MYSAFARI WALLET or "force majeure" or any other cause beyond the control of MYSAFARI WALLET.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

MYSAFARI WALLET assumes no responsibility for, and shall not be liable for, any damages to or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site. We do not, and cannot,

guarantee that any Investor is actually an Accredited Investor (as defined above), or that any content or information provided on this Site is true, correct, complete or viable.

Although MYSAFARI WALLET may from time to time monitor or review discussions, postings, transmissions, and the like on the Site, MYSAFARI WALLET is under no obligation to do so and assumes no responsibility or liability arising from such content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, profanity, danger or inaccuracy contained in any information within such locations on the Site. MYSAFARI WALLET reserves the right to remove any content from the Site or to restrict access to the Site for any reason without notice.

## Governing Law

These Terms of Use shall be governed by, construed and entered in accordance with the laws of the Kenya applicable to contracts deemed to be made within such state, without regard to choice of law or conflict of law provisions thereof. YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, ACTION OR PROCEEDING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR RELATING TO, THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

## Dispute Resolution

In the event of any claim, controversy or alleged dispute between you and MYSAFARI WALLET, its members or affiliates ("Dispute"), you hereby agree to attempt in good faith to amicably resolve any Dispute at least 30 days before instituting any legal proceeding. Each party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with your attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association ("AAA") to be held in Nairobi, Nairobi, before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as by law provided, provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. You agree that all Disputes will be limited between you, individually, and MYSAFARI WALLET. To the full extent allowable by law, you agree that no arbitration proceeding or

other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of MYSAFARI WALLET, be subject to binding arbitration: (1) any Dispute related to, or arising from allegations of criminal activity; (2) any Disputes concerning MYSAFARI WALLET's intellectual property rights; and (3) any claim for injunctive relief. All arbitration proceedings will take place in Nairobi county, Nairobi, United States of America. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction within Nairobi County, Nairobi, United States of America. Each party hereby waives any claim that such venue is improper or inconvenient.

## Indemnification

You, on behalf of yourself and each Fund Manager for which you are an authorized representative, agree to indemnify, defend and hold MYSAFARI WALLET and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these Terms of Use by you or arising from your use of the Site.

MYSAFARI WALLET reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with MYSAFARI WALLET in the defense of any such claim, action, settlement or compromise negotiations, as requested by MYSAFARI WALLET.

## Notification Procedures

We may provide notifications, including those regarding modifications to these Terms of Use, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our Site, as determined by us in our sole discretion. We reserve the right to determine the form and means of providing notifications to visitors. Note that you may opt out of certain means of notification as described in these Terms of Use. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provided to us.

## General

The failure of MYSAFARI WALLET to enforce any right or provision of these Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of MYSAFARI WALLET. Except as expressly set forth in these Terms of Use, the exercise by either party of any of its remedies under these Terms of



Use will be without prejudice to its other remedies under these Terms of Use or otherwise. If for any reason a court or arbitral, as applicable, of competent jurisdiction finds any provision of these Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect.

#### Miscellaneous

Except as expressly provided in these Terms of Use, there shall be no third-party beneficiaries to the Terms of Use. MYSAFARI WALLET shall have the right to assign its rights or delegate any of its responsibilities under these Terms of Use to an affiliate or in connection with a merger, consolidation or reorganization of MYSAFARI WALLET for the sale of substantially all of its assets. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. You further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

These Terms of Use contain the entire understanding between you and MYSAFARI WALLET relating to the Site and MYSAFARI WALLET's services. These Terms of Use supersede any other Terms of Use or agreement regarding the Site and MYSAFARI WALLET's services prior to the Effective Date below.

These Terms of Use were last updated on December 19, 2018