

CHAP CHAP MOBILE AND WEB APPLICATION AGENT LICENCE AGREEMENT

BETWEEN

AGENT

AND

CHAP CHAP AFRICA LIMITED

THIS AGREEMENT is dated 1st January 2017.

PLEASE READ CAREFULLY BEFORE DOWNLOADING OR STREAMING THE APP FROM THIS WEBSITE.

This Agent Licence Agreement (**ALA**) is a legal agreement between you (**Agent or you**) and Chap Chap Africa Limited of Equatorial Mall, P.O.BOX 8908, Kampala (**Licensor, us or we**) for:

- CHAP CHAP mobile application software (**App**)
- CHAP CHAP Web Application (**Web App**)

We licence use of the Mobile App and Web App to you on the basis of this ALA and subject to any rules or policies applied by the Google play store, App store and Chap Chap Africa from whose site, located at <https://play.google.com/store/apps>, URL link for IOS and web.chapchap.co respectively. We do not sell the Mobile App and Web App to you. The Licensor remains the owner of the App and Web App at all times.

Operating system requirements

Android

The Mobile App requires an Android device with a minimum of 4MB of memory and 20MB of space. Internet access and the Android operating system Version 4.0.3 (Ice Cream) and above.

iOS

The IOS requires an iOS device with a minimum 40MB of space. Internet access and the iOS mobile operating system iOS 8 and above.

Web App

The Web App requires any up to date Internet Browser with their respective minimum requirements.

Important notice:

- By downloading the App from this website or clicking on the "Accept" button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, limitations on liability in condition 7.
- By accessing the Web App and clicking on the "Register" button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, limitations on liability in condition 7
- If you do not agree to the terms of this licence, we will not license the App and Web App to you and you must stop the downloading or streaming process (as applicable) now by clicking on the "Cancel" button below or should not proceed to the next step on the Web App. In this case the downloading or streaming process will terminate

You should print a copy of this ALA for future reference.

AGREED TERMS

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this ALA apply to the Mobile App, Web App or any of the services accessible through the Mobile App and Web App, including any updates or supplements to the Mobile App, Web App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Mobile App, Web App or any Service, the terms of an open-source licence may override some of the terms of this ALA.
- 1.2 We may change these terms at any time by sending you an email and notifications through the Mobile App and Web App with details of the change or notifying you of a change when you next start the App and the Web App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.3 From time to time updates to the Mobile App and Web App may be issued through the App store, Google play and Web App. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms or updated your internet browser.
- 1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in condition 2.2(a) (**Devices**) and to download or stream a copy of the Mobile App or access the Web App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in

accordance with the terms of this ALA for the use of the Mobile App, Web App or any Service on or in relation to any Device, whether or not it is owned by you.

- 1.5 By using the Mobile App, Web App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.6 The Mobile App, Web App or any Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this ALA, we grant you a non-transferable, non-exclusive licence to use the Mobile App and the Web App on the Devices, subject to these terms, the Privacy Policy and the App store Rules, incorporated into this ALA by reference. We reserve all other rights.
- 2.2 You may:
 - (a) download or stream a copy of the App onto an Android device and to view, use and display the App on the Devices for your personal or commercial purposes only;
 - (b) access the Web App through the internet browser for personal or commercial purposes only;
 - (c) provide truthful, complete and accurate personal and contact information to us;
 - (d) pay any and all fees upon concluding your registration as maybe revised from time to time. There is an annual licence fee of UGX 150,000 (ONE HUNDRED FIFTY THOUSAND UGANDA SHILLINGS) for the Agents;
 - (e) use, and require its Agents and Customers to use, the Mobile App and the Web App strictly in accordance with any documentation and/or written instructions given by us;
 - (f) be solely responsible and liable for all transactions effected through the use of the Mobile App and the Web App;
 - (g) promptly notify us if you become aware of any deficiency, fault or malfunctioning in the Mobile App and the Web App by filling out a support request under the contact us form at <http://chapchap.co> or Support through the Mobile App and Web App; And chat.

3. LICENCE RESTRICTIONS

Except as expressly set out in this ALA or as permitted by any local law, you agree:

- (a) not to copy the Mobile App and Web App except where such copying is incidental to normal use of the Mobile App and Web App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to provide inaccurate or false personal and contact information to us;
- (c) not to remove, infringe, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights, notices from the Mobile App and the Web App, including any copy thereof;
- (d) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Mobile App and Web App;
- (e) not to make alterations to, or modifications of, the whole or any part of the Mobile App and Web App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (f) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Mobile App and the Web App or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Mobile App and Web App with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Mobile App and Web App with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the Mobile App and Web App;
- (g) to keep all copies of the Mobile App and the Web App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Mobile App and Web App;
- (h) to include our copyright notice on all entire and partial copies you make of the Mobile App and the Web App on any medium;
- (i) not to provide or otherwise make available the Mobile App and the Web App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (j) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any other Service (**Technology**), together **Licence Restrictions**.

4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use the Mobile App, Web App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this ALA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (b) not infringe on our intellectual property rights or those of any third party in relation to your use of the Mobile App, Web App or any Service to the extent that such use is not licensed by this ALA;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Mobile App, Web App or any other Service;
- (d) not use the Mobile App, Web App or any other Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any other Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the Mobile App and the Web App and the Technology anywhere in the world belong to us or our licensors, that rights in the Mobile App and the Web App are licensed (not sold) to you, and that you have no rights in, or to, the Mobile App and the Web App or the Technology other than the right to use each of them in accordance with the terms of this ALA.

5.2 You acknowledge that you have no right to have access to the App and the Web App in source-code form.

6. NO WARRANTY OR SUPPORT

6.1 You expressly acknowledge and agree that use of the Mobile App, the Web App and Services provided is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

6.2 To the maximum extent permitted by applicable law, the Mobile App, the Web App warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the Mobile App, the Web App and other Services, either expressed, implied or statutory, including, but not limited to, any implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. We do not warrant

against interference with your enjoyment of the Mobile App, the Web App, that the functions contained in the Mobile App, the Web App or other Services will meet your requirements, that the operation of the Mobile App, the Web App or other Services will be uninterrupted or error-free, or that defects in the Mobile App, the Web App or other Services will be corrected. No oral or written information or advice given by us or our authorised representative shall create a warranty. Should the Mobile App, the Web App or other Services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

7. LIMITATION OF LIABILITY

7.1 You acknowledge that the Mobile App and the Web App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Mobile App and the Web App as described in the Documents meet your requirements.

7.2 We only supply the Mobile App and the Web App for domestic, private and commercial use. You agree not to use the Mobile App and the Web App for any resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8. TERMINATION

8.1 We may terminate this ALA immediately by written notice to you:

- (a) if you commit a material or persistent breach of this ALA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions

8.2 On termination for any reason:

- (a) all rights granted to you under this ALA shall cease;
- (b) you must immediately cease all activities authorised by this ALA;
- (c) you must immediately delete, remove or stop using the Mobile App and the Web App from all Devices, and immediately destroy all copies of the Mobile App, the Web App and Documents then in your possession, custody or control and certify to us that you have done so.

9. COMMUNICATION BETWEEN US

9.1 If you wish to contact us in writing, or if any condition in this ALA requires you to give us notice in writing, you can send this to us by e-mail at **info@chapchap.co**. We will confirm receipt of this by contacting you in writing, normally by e-mail.

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the email address you provided to us in your request for the App.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this ALA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks OR any other service providers (**Event Outside Our Control**).

10.2 If an Event ‘Outside Our Control’ takes place that affects the performance of our obligations under this ALA:

- (a) our obligations under this ALA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this ALA may be performed despite the Event Outside Our Control.

11. OTHER IMPORTANT TERMS

11.1 We may transfer our rights and obligations under this ALA to another organisation, but this will not affect your rights or our obligations under this ALA.

11.2 You cannot transfer your rights or obligations under this ALA to another person except to personal representatives in case of death.

11.3 If we fail to insist that you perform any of your obligations under this ALA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.4 Each of the conditions of this ALA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.5 Please note that this ALA, its subject matter and its formation, are governed by the Ugandan law. You and we both agree that the courts of Uganda and will have non-exclusive jurisdiction.

12. MODIFICATION AND AMENDMENT

12.1 Chap Chap Africa Limited may modify or amend the terms of this License by posting a copy of the modified or amended License on the Chap Chap website; http://chapchap.co/content/chapchap_agent_license_agreement.pdf. You will be

deemed to have agreed to any such modification or amendment by your decision to continue using the Mobile App and Web App following the date in which the modified or amended License is posted on the ChapChap website.

13. ENTIRE AGREEMENT

- 13.1 This License including the documents incorporated herein by reference constitute the entire agreement with respect to the use of the Mobile App and the Web App licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

This agreement has been entered into on the date stated at the beginning of it.