

CALLA PRECISION

TERMS AND CONDITIONS

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Effective October 2024

CALLA PRECISION TERMS AND CONDITIONS

This is an Agreement between you and Calla Precision Technology Limited, a Limited Liability Company incorporated under the Laws of Kenya, being the Companies Act No. 17 of 2015 Laws of Kenya, hereinafter “The Company”.

The Company is the proprietor of the Calla Precision digital platform (hereinafter referred to as “the Platform”), a digital marketplace for all things communication, data and insights.

By use of the Platform, you expressly consent to be bound by these Terms and Conditions which shall govern the relationship between you and Calla Precision Technology Limited.

Please read these Terms and Conditions carefully before you start to use the Platform and our Website. By using the Platform, opening an account or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree, on behalf of yourself, your organisation or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Terms and Conditions of Service, our Privacy Notice, and the other applicable rules, policies, and terms posted on the Calla Precision Technology Limited website or provided with any Service (collectively, the “Terms”), which are incorporated herein by reference. If you do not want to agree to these Terms you must not access or use the Platform.

1. CALLA PRECISION ACCOUNTS

1.1. Registration of Users

- 1.1.1. In order to access and use all of our Services, you must first register for a user account with us (an **Account**). We reserve the right to approve your request for registration.
- 1.1.2. Registered users are considered "Users," while unregistered users are known as "Platform Visitors."
- 1.1.3. We reserve the right to decline any registration request. Our decision can be based on various factors and business considerations.

1.2. User Eligibility

By registering for an Account and using the Platform, you confirm that:

- 1.2.1 You are either a natural person or an entity duly registered and recognized under the laws of your jurisdiction.
- 1.2.2 You possess the requisite legal capacity to enter into a legally binding agreement as an individual and as a registered entity.

1.3 User Accounts

- 1.3.1 To access our Platform, you'll need to create and maintain an active personal account with us. You must be at least 18 years old (or the legal age of majority in your country) to register for a user account, or an entity legally recognized under the laws of your jurisdiction.
- 1.3.2 When you sign up as an individual user, you'll need to provide us with some personal information, including your name, address, identification card number or passport number, mobile number, email, age, and a valid payment method (credit card or other accepted option).
- 1.3.3 When you sign up as a corporate entity user, you'll need to provide us with information including your organization's registered name, address, registration document, telephone contact, email and related documents and valid payment methods.
- 1.3.4 It is important to keep your account information accurate, complete, and up-to-date. If your information is incorrect or out-of-date, you might not be able to use our Platform, and we may even cancel your user account.

1.3.5 You are responsible for everything that happens with your account. That means you need to protect your username and password to keep your account secure.

1.3.6 Unless we expressly consent to it, you can only have one account with us.

1.4 Account Profiles

1.4.1 When you create a user account, you must provide the required honest and accurate information. If your information changes, please update your account accordingly. Providing false, outdated, or incomplete information may result in your account being suspended or terminated.

1.4.2 You expressly agree to provide accurate information in your user profile and on any documents you fill out while using our Platform. This includes information about your individual or business identity, location, business, business owners, skills, and the services you offer. If any of this information becomes false or misleading, you agree to correct it.

1.4.3 In order to prevent fraud and abuse, users are limited to one active user account. Any additional user account determined to be created to circumvent guidelines, promote competitive advantages, or mislead Calla Precision will be disabled. Mass account creation may result in disabling of all related accounts.

1.4.4 We reserve the right to suspend or terminate your account or access to our Services if you provide false, inaccurate, or incomplete information when creating, marketing, or maintaining your profile or account; or if you violate these Terms.

1.5 User Account Types

1.5.1 We offer three types of user accounts: Client, Service Provider, and Agency. Service Provider and Agency Users shall be broadly referred to as Third-Party Providers in the Terms.

1.5.2 A Client Account may either be an individual person seeking services on the Platform, or an organization procuring a service provider on the Platform.

1.5.3 A Service Provider Account may either be an individual providing specific services or a legal entity duly registered to provide the required services.

1.5.4 An Agency Account shall be a registered business account providing communications, agency and public relations.

1.5.5 Please note that if you are creating an account as an employee or agent of an organization, you're representing that you have the requisite authority to enter

into binding contracts, including this Agreement, on behalf of yourself and the organization.

1.6 User Verification

- 1.6.1 Calla Precision may check your identity, location, and business information from time to time, in order to verify its accuracy.
- 1.6.2 Your account may be verified, which may include checking against third-party databases or government documents.
- 1.6.3 Calla Precision reserves the right to investigate your identity, location, and business ownership.
- 1.6.4 When asked, you must provide complete information about yourself and your business, including official documents and cooperating with verification requests.
- 1.6.5 During the verification process, some account features may be temporarily limited but will be restored if verification is successful.

2. USER RELATIONSHIP WITH CALLA PRECISION

We provide a Platform for Users to find each other and work together, but we are not involved in your negotiations or the actual work done. You are responsible for your agreements with other Users, including background checks and performance.

3. TAXES AND BENEFITS

Please note that we are just a Platform and therefore as a User of our Platform, you are solely responsible for:

- 3.1 Determining and fulfilling their tax obligations under applicable laws and regulations.
- 3.2 Obtaining any relevant insurance for your business and other similar requirements that may be required by law.

4. USER RATINGS AND REVIEWS

You allow Calla Precision to share feedback about Users, including yourself. This feedback may include comments, ratings, satisfaction indicators, and other feedback left by other Users. We don't monitor, influence, contribute to, or censor these opinions. Our feedback system is for Users to share their experiences and opinions publicly.

5. CONFIDENTIAL INFORMATION

- 5.1 Users are obligated to maintain the confidentiality of any confidential information disclosed to them by other Users.
- 5.2 Any information pertaining to Calla Precision's business, operations and other Users that the User is exposed to as a result of the relationship contemplated by these Terms shall be considered to be confidential information. No User may disclose any confidential information to any person or entity, without the express written consent of the Platform.
- 5.3 The Platform has in place the requisite technical and organizational measures to ensure security of your information.

6 PROHIBITED USAGE OF THE PLATFORM

- 6.1 The Platform prohibits any exchange of adult content, materials and services.
- 6.2 Communication on our Platform should be courteous, friendly, constructive, and professional. We condemn bullying, harassment, and hate speech towards others.
- 6.3 Our Users' security is our top priority. Any attempts to publish or send malicious content with the intent to compromise another user's account or computer environment is strictly prohibited.
- 6.4 You may not create a false identity on the Platform, misrepresent your identity, create a user profile for anyone other than yourself or your organization or use or attempt to use another user's account or information; Your profile information, including your description, skills, location, etc., must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful.
- 6.5 You may not use our Platform for any unlawful purposes or to conduct illegal activities.

7. USER ACCOUNT DEACTIVATION AND DISABLING

Calla Precision reserves the right to put any User account on hold or permanently disable User accounts due to breach of the Terms, including low quality services or deliveries, or due to any illegal or inappropriate use of the Platform.

8. PAYMENT AND FEES

Users agree to pay Calla Precision certain fees in exchange for Calla Precision providing the Services and agree that Calla Precision may collect certain taxes.

In order to use the Platform Services, Users must provide account information for at least one valid Payment Method.

By providing Payment Method information through the Platform or by authorizing payments with the Payment Method, you represent that: (a) you are legally authorized to provide such information; (b) you are legally authorized to make payments using the Payment Method(s); (c) you are an employee or agent of a company or person that owns the Payment Method, that you are authorized by the company or person to use the Payment Method to make payments on Calla Precision; and (d) such actions do not violate the terms and conditions applicable to your use of such Payment Method(s) or applicable law.

8.1. THIRD PARTY PROVIDERS FEES

- 8.1.1.** Third Party Providers agree to pay Calla Precision a service fee for the use of the Services (including marketing, invoicing, reporting and payment services) (the “**Service Fees**”). Third Party Providers are responsible for paying all Service Fees.
- 8.1.2.** Calla Precision shall charge Third Party Providers a Service Fee based on the total charges a Third-Party Provider charges or invoices the Client for the services or goods to be offered or sold (“**the Charges**”).
- 8.1.3.** The Service Fee is a percentage of the Charges a Third-Party Provider has invoiced the Client payable as highlighted in the table below. Calla Precision reserves the right to establish, remove and/or revise the Service Fee for any or all services or goods obtained through the use of the Services at any time in Calla Precision’s sole discretion.

| NO | CHARGES IN KENYA SHILLINGS | SERVICE FEE PAYABLE IN KENYA SHILLINGS |
|----|----------------------------|--|
| 1. | 0 – 49,999 | 5,000 |
| 2. | 50,000 – 249,999 | 12,500 |
| 3. | 250,000 – 499,999 | 25,000 |
| 4. | 500,000 – 999,999 | 50,000 |

| | | |
|----|-----------------------|---------|
| 5. | 1,000,000 – 1,999,999 | 100,000 |
| 6. | 2,000,000 – 4,999,999 | 250,000 |
| 7. | 5,000,000 – 9,999,999 | 500,000 |
| 8. | Above 10 million | 700,000 |

8.1.4. The Service Fee is exclusive of taxes.

8.1.5. The Service Fee is due immediately and payment will be paid by the Third-Party Provider to Calla Precision using the preferred payment method designated in Third-Party Provider’s Account, after which Calla Precision will send a receipt by email. The Third-Party Providers acknowledge and agree that they will be required to pay the Service Fee upon confirmation of an order by the Client on the Platform.

8.1.6. Third Party Providers acknowledge and agree that the Service Fee applicable may increase substantially during times of high demand or peak seasons. Calla Precision will use reasonable efforts to inform you of changes in the applicable Service Fees, provided that you will be responsible for Service Fees incurred under your Account regardless of your awareness of such Service Fees or the amounts thereof.

8.2. CLIENT FEES

8.2.1. Clients pay Calla Precision a Service Fee for accessing the Services, and for the link up with the Service Providers through the Platform.

8.2.2. The Service Fee payable by the Client shall be capped at a maximum of five percent (5%) of the Charges payable by the Client to the Third Party Provider.

9. NON-CIRCUMVENTION

Users agree to communicate through the Platform and make and receive requests only through the Platform. Violations of this Clause constitute a serious breach and may result in permanent suspension of your Account.

9.1. Making Requests Through Calla Precision

9.1.1. Users acknowledge and agree that a substantial portion of the compensation Calla Precision receives for making the Platform available to users is collected through the Service Fee described in Clause 1 above and that in exchange a substantial value to Users is the relationships Users make with other Users identified through the Services (the “**Calla Precision Relationship**”).

- 9.1.2. Calla Precision only receives the Service Fee when a Client and a Third-Party Provider request and confirm requests through the Platform. Therefore, from the start of a Calla Precision Relationship, you agree to use the Platform as your exclusive method to request, make, and receive all requests for goods or services directly or indirectly with that person or arising from that relationship and not to circumvent the Services offered on the Platform.
- 9.1.3. Users acknowledge and agree that a violation of this Clause is a material breach of the Terms, and may result in the Users Account being permanently suspended.

9.2. **Communicating Through The Platform; Not Sharing Contact Details**

- 9.2.1. Prior to making and confirmation of requests, Users agree to communicate with other Users exclusively through Calla Precision.
- 9.2.2. Users agree to use the communication services available on the Platform to communicate with other Users prior to entering into a contract for service with a Third-Party Provider and/or confirmation of orders. Users agree that prior to entering into a contract for service with the a Third-Party Provider and/or confirmation of orders, Users (a) will use Calla Precision as the sole manner to communicate with other Users; (b) will not provide your Means of Direct Contact (defined below) to any other User or another person that you identified or were identified by through the Platform; (c) will not use Means of Direct Contact of another user to attempt to or to communicate with, solicit, contact, or find the contact information of a User outside of the Platform; (d) will not ask for, provide, or attempt to identify through public means the contact information of another User; and (e) will not include any Means of Direct Contact or means by which your contact information could be discovered in any profile, proposal, job posting, invitation, or pre-hire communication through the Platform's communications services (including in each case in any attached file), except as otherwise provided on the Platform.

For purposes of the Terms of Service, "**Means of Direct Contact**" means any information that would allow another person to contact you directly, including, without limitation, phone number, email address, physical address, a link to a contact form or form requesting contact information, any link to an applicant management system or means to submit a proposal or application outside of the Platform, or any information that would enable a user to contact you on social media or other website or platform or application that includes a communications tool, such as Facebook, X, Instagram or WhatsApp. Information is a Means of Direct Contact if it would enable another user to identify any of the information above through other sources, such as going to a website that included an email address or identifying you through social media.

- 9.2.3. Users acknowledge and agree that a violation of this Clause is a material breach of the Terms and User's Account may be permanently suspended for such violations.

10. WARRANTY DISCLAIMER

- 10.1. Calla Precision and its affiliates make no representation or warranty about the services, including that the services will be uninterrupted or error-free, and provide the Services (including content and information) on an “**as is**” and “**as available**” basis. To the maximum extent permitted by applicable law, Calla Precision and its affiliates disclaim any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability or fitness for a particular purpose.

11. LIMITATION OF LIABILITY

At all times, any liability Calla Precision may have to a User is limited.

- 11.1. Calla Precision is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms, including, but not limited to: (i) your use of or your inability to use our Platform or Services; (ii) delays or disruptions in our Platform or Services; (iii) viruses or other malicious software obtained by accessing, or linking to, our Platform or Services; (iv) glitches, bugs, errors, or inaccuracies of any kind in our Platform or Services; (v) damage to your hardware device from the use of the Platform or Services; (vi) the content, actions, or inactions of third parties' use of the Platform or Services; (vii) a suspension or other action taken with respect to your Account; (viii) your reliance on the quality, accuracy, or reliability of request postings, Profiles, ratings, recommendations, and feedback (including their content, request, and display), Composite Information, or metrics found on, used on, or made available through the Platform; and (ix) your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms.
- 11.2. Additionally, in no event will Calla Precision, our affiliates, our licensors, or our third-party service providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities. The liability of Calla Precision, our affiliates, our licensors, and our third-party service providers to any User for any claim arising out of or in connection with this Agreement or the other Terms will not exceed the lesser of Kenya Shillings Seventy Thousand (KES. 70,000) and total amount paid and payable to us under the contract.

- 11.3. These limitations will apply to any liability, arising from any cause of action whatsoever arising out of or in connection with this Agreement or the other Terms, whether in contract, tort (including negligence), strict liability, or otherwise, even if Calla Precision has been advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose. The foregoing exclusions and limitations are subject to Applicable Laws.

12. RELEASE

Users agree not to hold Calla Precision responsible for any dispute you may have with another User.

- 12.1. In recognition of the fact that Calla Precision is not a party to any contract between Users, Users hereby release Calla Precision, its Affiliates, and its respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute a User may have with another User, whether it be at law or in equity that exist as of the time you enter into this Agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Third-Party Provider Services provided to Client by a Third-Party Provider.

13. INDEMNITY

- 13.1. Each User will indemnify, defend, and hold harmless Calla Precision, its Affiliates, and respective directors, officers, employees, representatives, and agents (each an **"Indemnified Party"**) for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) your or your agents' use of the Services, (Non-Payment or Default)) incurred through use of the Services; (b) any Work Product or User Content related to your use of the Services; (c) any Service Contract entered into by you or your agents, including, but not limited to, the classification of a Third-Party Provider as an independent contractor, any employment-related claims; (d) your or your agents' failure to comply with the Terms; (e) you or your agents' failure to comply with applicable law; (f) negligence, willful misconduct, or fraud by you or your agents; and (g) you or your agents' violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights. For purposes of this Clause, your agents include any person who has apparent authority to access or use your account demonstrated by using your username and password.

"Indemnified Claim" means any and all claims, damages, liabilities, costs, losses, and expenses (including attorneys' fees) arising from or relating to any

claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

“**Indemnified Liability**” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1. These Terms shall be exclusively governed by and construed in accordance with the laws of the Republic of Kenya.
- 14.2. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any “Dispute”) shall be subject to the exclusive jurisdiction of the courts of the Republic of Kenya.

15. TERMINATION

- 15.1. Either Calla Precision or the User may terminate these Terms at any time with notice to the other. On termination, the User shall lose the right to access or use the Services.
- 15.2. The following shall survive termination:Governing Law and Dispute Resolution;
 - 15.2.1. Limitation of Liability;
 - 15.2.2. General Provisions; and
 - 15.2.3. Any amounts owed by either party prior to termination remain owed after termination.

16. GENERAL PROVISIONS

16.1. VARIATION

- 16.1.1. Subject to the conditions set forth herein, Calla Precision may amend these Terms at any time by posting a revised version on the Platform. Calla Precision will provide reasonable advance notice of any amendment that includes a Substantial Change (defined below), by posting the updated Terms on the Platform and providing notice on the Platform or by email. Any revisions to the Terms will take effect on the noted effective date.

16.2. SEVERABILITY

- 16.2.1. If a provision of these general terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 16.2.2. If any unlawful and/or unenforceable provision of these general terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

16.3. FORCE MAJEURE

- 16.3.1. Calla Precision will not be responsible for any delay or failure to perform any obligation under this Agreement for a reasonable period due to labor disturbances, accidents, fires, floods, pandemics, telecommunications or Internet failures, strikes, wars, riots, rebellions, terrorism, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar event beyond its reasonable control.

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17. DEFINITIONS

- 17.1. **“Agency”** means any registered business entity providing communications, agency and public relations through the Platform.
- 17.2. **“Client”** means any authorized User of the Platform, seeking to obtain services from a Third-Party Provider being a Services Provider or Agency.
- 17.3. **“Intellectual Property Rights”** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof.
- 17.4. **“Payment Method”** means an MPESA number linked to your Account, a valid credit card issued by a bank acceptable to Calla Precision, a debit card, or such other method of payment as Calla Precision may accept from time to time in our sole discretion.
- 17.5. **“Platform”** means the online platform accessed using Calla Precision’s downloaded application or other software that enables making of requests and invoicing and chat with other Users.
- 17.6. **“Services”** means all services provided or accessible on the Platform.
- 17.7. **“Service Provider”** means either an individual providing specific services or a legal entity duly registered to provide the required services.
- 17.8. **“Third-Party Provider”** means either an Agency or a Service Provider.