

Terms of Use

Acceptance of Terms of Use

These terms of use are entered into by and between you and Joinai Financial Services (Pvt) Ltd, trading as Joinai ("Company", "we" or "us"). The following terms and conditions, together with any documents incorporated by reference (collectively, these "Terms of Use"), govern your access to and use of Joinai, including any content, functionality and services offered on or through the Joinai or Joinai domains, subdomains or sub-directories, regardless of your means of access and use (whether online or mobile, including by way of mobile application) (collectively the "Sites"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Sites. By using the Sites, you accept and agree to be bound and abide by these Terms of Use and our Privacy Statement, which are located at each homepage of our Sites and are incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Statement, you must not access or use the Sites.

The Sites are offered and available to users who are at least 18 years of age, or the age of majority in their country or place of residence. By using the Sites, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sites.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Sites thereafter. Your continued use of the Sites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Sites and Account Security

We reserve the right to withdraw or amend the Sites, and any service or material we provide on the Sites, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Sites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Sites, or the entire Sites, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Sites.

To access the Sites or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Sites that all the information you provide on the Sites is correct, current and complete. You agree that all information you provide to us through the Sites or otherwise, including but not limited to the use

of any interactive features on the Sites, is governed by our Privacy Statement, and you consent to all actions we take with respect to your information consistent with our Privacy Statement.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Sites or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorised access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Intellectual Property Rights

The Sites and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by Zimbabwe and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Sites for your personal use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Sites, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Sites for your personal use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your personal use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Sites.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Sites.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Sites in breach of the Terms of Use, your right to use the Sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Sites or any content on the Sites is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Sites not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Joinai and Joinai name, logo, design and related trademarks, trade names, service marks, and other trade indicia owned by the Company are registered or unregistered marks in the Zimbabwe and other countries and may not be used without the Company's prior written consent. Other trademarks, service marks, trade names, or trade indicia referenced on the Sites may be owned by third parties and are used solely for identification purposes.

Prohibited Uses

You may use the Sites only for lawful purposes and in accordance with these Terms of Use. Without limitation, you agree not to use the Sites:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Zimbabwe or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm the Company or users of the Sites or expose them to liability.

Additionally and without limitation, you agree not to:

- Use the Sites in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites.
- Use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites.
- Use any manual process to monitor or copy any of the material on the Sites or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Sites.

- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically disruptive or harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Sites, the server(s) on which the Sites is/are stored, or any server, computer or database connected to the Sites.
- Attack the Sites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Sites.

User Contributions

The Sites may feature chat or messaging applications, social media, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "Public User Contributions") on or through the Sites. Similarly, the Sites may feature, accept and utilize personal profile information (including but not limited to identification cards, driver license, passport or other identity card, together with all content therein) and user measuring applications / analytics (collectively, "Non-Public User Contributions") that allow users to submit to the Company information we need in order to facilitate transactions and improve our service. Public User Contributions and Non-Public User Contributions are collectively "User Contributions".

Any Public User Contribution you post to the Site will be considered non-confidential and non-proprietary. By providing any Public User Contribution on the Sites, you grant us and our affiliates, agents and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to your Public User Contributions and have the right to grant the license granted above to us and our affiliates, agents and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Sites.

We have the right to:

- Remove or refuse to post any Public User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Sites or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any suspected illegal or unauthorized use of the Sites.
- Terminate or suspend your access to all or part of the Sites for any or no reason, including without limitation, any violation of these Terms of Use.
- Disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Sites. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, AGENTS, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Sites, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

Content Standards

The following content standards apply to any and all Public User Contributions and use of Interactive Services and, where applicable, to any and all Non-Public User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Statement.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Sites is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents.

The Sites may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

Changes to the Content of the Sites, and Functionality Variances

We may update the content on the Sites from time to time, but said content is not necessarily complete or up-to-date. Likewise, functionality of the Sites (including but not limited to your means of access to and use of the Sites, which online or mobile, or by way of mobile application) may vary based upon said means of access or use. Any of the material on the Sites may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Sites

All information we collect on the Sites is subject to our Privacy Statement, which is located at each homepage of our Sites. By using the Sites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Statement.

Transaction Terms and Conditions

All transactions through the Sites or other transactions for services formed through the Sites or as a result of visits made by you are governed by the Terms and Conditions applicable to your specific transaction, which are incorporated herein by reference.

Linking to the Sites and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Sites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Sites.
- Send e-mails or other communications with certain content, or links to certain content, on the Sites.
- Cause limited portions of content on the Sites to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Sites or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Sites other than the homepage.
- Otherwise take any action with respect to the materials on the Sites that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Sites

If the Sites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Sites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Sites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Sites for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY DISRUPTIVE OR HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE LINKED TO THEM.

YOUR USE OF THE SITES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES IS AT YOUR OWN RISK. THE SITES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITES, THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITES OR THE SERVER(S) THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER DISRUPTIVE OR HARMFUL COMPONENTS OR THAT THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, AGENTS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE SITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, agents, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Sites, including but not limited to your User Contributions, any use of the Sites' content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Sites.

Governing Law and Jurisdiction

To the extent permitted under applicable law, all matters relating to the Sites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Zimbabwe without giving effect to any choice or conflict of law provision or rule (whether of Zimbabwe or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Sites shall be instituted exclusively in the courts of Zimbabwe.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use constitute the sole and entire agreement between you and Joinai Financial Services (Pvt) Ltd trading as Joinai with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Sites.

Your Comments and Concerns

The Sites are operated by Joinai Financial Services (Pvt) Ltd, Joina City, Cnr Julius Nyerere Way and Jason Moyo Avenue, Harare. Feedback, comments, requests for technical support and other communications relating to the Sites should be directed to us by way of instructions located at each homepage of our Sites.

Contact Information

Contact Information Joinai welcomes your questions or comments regarding this Terms and Conditions. If you believe that Joinai has not adhered to this Terms and Conditions, please contact Joinai at terms@joinai.africa

Effective as of 06 December 2024