

Terms & Conditions of Service - RIEL

Effective as of August 23, 2021

0. Introduction

RIEL CREATIONS LTD, and its subsidiaries and affiliates ("**RIEL**", "**we**", "**our**", or "**us**") own and operate certain websites, mobile device applications, and other tools, technology, and programs (collectively, the "**Platform**"), as well as services of buying and selling associated with or made available through the Platform (collectively, the "**Services**"). These Terms of Service ("**Terms**") govern your access to the Platform and Services and constitute a legal agreement between you and RIEL. So please read them carefully.

These general terms and conditions shall apply to buyers and sellers on the platform and shall govern your use of the platform and related services.

0.1. By using our platform, you accept these general terms and conditions in full. If you disagree with these general terms and conditions or any part of these general terms and conditions, you must not use our platform.

0.2. If you use our platform in the course of a business or other organizational project, then by so doing you:

0.2.1. confirm that you have obtained the necessary authority to agree to these general terms and conditions;

0.2.2. Bind both yourself and the person, company or other legal entity that operates that business or organizational project, to these general terms and conditions; and

0.2.3. Agree that "you" in these general terms and conditions shall reference both the individual user and the relevant person, company or legal entity unless the context requires otherwise.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

RIEL may amend the Terms related to the Services from time to time. Amendments will be effective upon Riel's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

THE PLATFORM AND SERVICES ARE FOR PERSONS 18 YEARS OF AGE AND OLDER or (THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION (IF DIFFERENT from 18) E.g 21 YEARS IN THE US). YOU MAY NOT USE OUR PLATFORM OR SERVICES IF YOU ARE UNDER 18 YEARS. YOU MAY NOT PURCHASE FOR, PICK-UP FOR, RECEIVE OR SEND A DELIVERY OR SHIPMENT TO ANYONE UNDER 18. DO NOT SEND US INFORMATION ABOUT ANYONE UNDER 18.

Notwithstanding the foregoing, these Terms do not supersede or otherwise impact the enforceability of any agreements you may have with RIEL if you are a Retailer (defined below), Rider (defined below) advertiser, or other company with which we partner.

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1. Shopping with RIEL

RIEL does not sell, offer to sell or solicit sales of alcohol: our Services constitute a technology platform that enables users of Riel's mobile applications or websites provided as part of the Services (each, an "Application") that enable you to search online for alcohol and other products available for sale by licensed alcohol retailers that have agreed to use Riel's Platform ("Retailers"). The service also arranges and schedules delivery of placed orders with independent third party providers of such services, including independent third party transportation providers and independent third party logistics providers under agreement with Uber or certain of Uber's affiliates ("Third Party Providers"). The Services are not meant to facilitate any improper furnishing of inducements by any manufacturer, importer, supplier, wholesaler, or distributor of alcohol beverages to any retailer of alcoholic beverages or to facilitate any improper exclusionary practices by any alcohol beverage licensee. When you search for a product, the Services show you its availability, price and other information based on your location and information provided by the Retailers that service your location; if you prefer, you may sort and filter results based on search criteria. Our Services may be limited or not available at all in some locations due to local law or other restrictions.

Riel may charge you a service fee when you place an order. Any service fee will be charged to you in addition to the purchase amount and any required taxes and is indicated as part of the product price. When you place an order through the Platform, it is an offer to purchase from a Retailer and an offer to deliver by a Rider. The total purchase amount (plus any additional service fees and required taxes and delivery fees) may be authorized by you via M-pesa or your payment card company or other methods of payment provided, but your offer is not accepted by the Retailer at that time. The independent third party Retailers on the platform within your area receives the offer to process, one who grabs the order reviews and decides whether to accept it. If the Retailer decides to accept your order, they will process your order which you will be informed. After processing an offer to deliver is given to the independent third parties ie Riders available in your area who have accepted to use Riel's platform and whoever accepts the offer pick your order from the retailer for the delivery to your doorstep.

Unless otherwise agreed by Riel in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT RIEL DOES NOT SELL, OFFER TO SELL OR SOLICIT SALES OF ALCOHOL OR OTHER PRODUCTS AVAILABLE NOR PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY UBER OR ANY OF ITS AFFILIATES.

2. Platform ownership, license, and access

The Platform and everything on it, including, without limitation, text, photos, videos, graphics and software, (collectively, the "Content") is owned by or licensed to RIEL. The Platform and the Content are protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and/or other intellectual or proprietary rights and laws of Kenya and other countries. Except as

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otherwise indicated on the Platform and except for the intellectual property of other companies that are displayed on the Platform, all intellectual property, such as trademarks, service marks, logos, trade dress, and trade names are proprietary to Riel.

We grant you a limited, personal, nonexclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Platform. You may use the Platform only as permitted by these Terms and law. All rights not expressly granted in these Terms are reserved. You may not resell or otherwise make commercial use of the Platform, the Content, or the Services; collect and use any product listings, descriptions, or prices; make any derivative use of the Platform, the Content, or the Services; download, copy, or otherwise use account information for the benefit of any third party; use data mining, robots, or similar data gathering and extraction tools; or otherwise misuse the Platform. This license will terminate if you do not comply with these Terms.

Third Party Services and Content- The Services may be made available or accessed in connection with third party services and content (including advertising) that Riel does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Riel does not endorse such third party services and content and in no event shall Riel be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

3. Your Use of the Services

User Accounts

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Riel certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (M-pesa, a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Riel's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Uber in writing, you may only possess one Account.

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User Requirements and Conduct

You are the sole authorized user of any account you create and responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by any person under the age of 18, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your account and you may not assign or otherwise transfer your account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify Riel's Customer Experience Team by [clicking here](#) or sending an email to support@riel.com.

Riel will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by Riel or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Riel has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Riel has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). Riel may also suspend or terminate your account if, in its sole discretion, it believes: (a) you have violated these Terms; (b) you have violated any applicable law in connection with your use of the Platform or Services; (c) your continued use of the Platform or Services may endanger your health and safety or the health and safety of others; or (d) you have communicated or acted in an inappropriate, offensive, or discriminatory manner towards any Riel employee, Retailer, or delivery driver. You agree not to create an account or use the Services if you have been previously removed by Riel, or if you have been previously banned from use of the Services.

The information you provide must be accurate and complete, and you must keep it current. Use your first legal name and actual date of birth on all accounts and orders you create, or your order may be declined

If you wish to deactivate your account for any reason, send a request to our [Customer Experience Team](#). If your account has been deactivated Riel may, but is not obligated to, reactivate your account upon written request to its [Customer Experience Team](#).

Communication and Text Messaging

When you use the Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages through the Services, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your voluntary provision to Riel of your cell phone number represents your consent that Riel, which you place an order through, delivery drivers, and delivery services may contact you by telephone, SMS, or MMS messages at that phone number, and your consent to receiving such communications for

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transactional, operational, or informational purposes. When you provide your phone number to Riel, you warrant that you are the current subscriber or authorized user of the relevant account. You understand and agree that such messages may be sent using automated technology. You may unsubscribe from receiving text messages from Riel at any time. To revoke your consent to receiving SMS or MMS messages from Riel, you must reply "STOP" from the mobile device receiving the messages or unsubscribe through this link <https://www.riel.com/unsubscribe/>. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

If you unsubscribe from receiving text messages from Riel, you may continue to receive text messages for a short period while Riel processes your request(s). If you change or deactivate the phone number you provided to Riel, you have an affirmative obligation to immediately update your account information and the phone number(s) attached to your account to prevent us from inadvertently communicating with anyone who acquires any phone number(s) previously attributed to you, and any new phone number(s) you attach to your account may receive Riel's standard SMS or MMS messages unless you also unsubscribe via the above procedures.

Promotional Codes

Riel may, in Riel's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Riel establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Riel; (iii) may be disabled by Riel at any time for any reason without liability to Uber; (iv) may only be used pursuant to the specific terms that Riel establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Riel reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Uber determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content

Riel may, in Riel's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Uber through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Riel, you grant Riel a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Riel's business and on third-party sites and services),

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without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Riel the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Riel's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Riel in its sole discretion, whether or not such material may be protected by law. Riel may, but shall not be obligated to, review, monitor, or remove User Content, at Riel's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Riel does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Privacy and data

By accessing the Platform, using the Services, or registering for an account, you agree that we may collect, process, and disclose your personal information in accordance with our Privacy Notice, more available at <https://riel.com/privacy/>.

Using your personal data in a fair and transparent way is important to Riel Creations Ltd ("Riel", "we", or "us"). When you use our desktop or mobile websites and applications (the "Platform"), we may collect information about you, including information that can be used to identify you ("Personal Information"). Additionally, we may obtain Personal Information about you from third parties as described in this Privacy Notice. We collect this data to provide allow you to place orders and access other functionality on the Platform (the "Services"), as well as for the other purposes described in this Privacy Notice.

This Privacy Notice is intended to help you understand: (A) What Personal Information we collect, how we collect it, how we use it, and how we share it, (B) The choices you have related to your Personal Information, and (C) How we protect your Personal Information.

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Please take a moment to review the terms of this Privacy Notice, which is incorporated into the Terms of Service governing your use of the Platform and Services, available for Kenyan users [here](#) and for users outside Kenya [here](#).

By accessing the Platform or using the Services, you agree that we may collect, process, and share your information (including Personal Information) consistent with this Privacy Notice and to the Terms of Service.

Read more available here <https://riel.com/privacy/>.

5. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider (“Charges”). After you have received services or goods obtained through your use of the Service, Riel will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider’s limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of products price, Riel’s Service fee, delivery fee and applicable taxes where required by law. Other fees such as redelivery fees and restocking fees may apply where applicable. Charges paid by you are final and non-refundable, unless otherwise determined by Riel.

All Charges are due immediately at check out and payment will be facilitated by Riel using the preferred payment method designated in your Account or provided at check out, after which Riel will send you a receipt by email/sms to complement that of your payment method. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Riel may, as the Third Party Provider’s limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and Riel, Riel reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Riel’s sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may be different from others and may increase substantially during times of high demand. Riel will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Riel may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods prior to such Third Party Provider’s goods & Services arrival, in which case you may be charged a cancellation fee.

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This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Riel does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Riel (on Riel's website, in the Application, or in Riel's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Uber provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary.

6. ID verification; other safety checks

You understand and agree that Riel may require and Request a third party provider who is in direct contact with you e.g. the Rider delivering your order as its responsibility and as it may deem fit to verify identification and age, and to determine whether it is otherwise safe and appropriate to furnish you with alcohol. They may require and/or request to see a valid identification card with birthdate and/or request a signed acknowledgment confirming acceptance at the time of pick-up or delivery. If they cannot verify your age or identity, if you appear intoxicated, or if the situation is otherwise unsafe or inappropriate (for example, you are 25 but appear to be in the company of only 17 year olds), they may refuse to furnish you with alcohol.

Alcohol cannot be left unattended—someone 18 or older must be present to accept and sign for it. If a Rider is unable to deliver your product for this or a similar reason, the Riel may charge a restocking fee for the Retailer. Subsequent delivery attempts are at the discretion of the Riel and are subject to redelivery fees.

If we believe that your order is fraudulent or unlawful, we may suspend your use of the Platform.

For safety purposes, Riel may require the Rider to scan a QR code provided in the app on your phone, or request a confirmation code provided to you so as to confirm delivery of order. Or may use any other means it deems fit, convenient and easy to both parties to confirm delivery of orders.

7. Service and product reviews

After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about Riel's general service and functionality, and reviews on products and services by third party provider ("Reviews"), which will be considered User Content. Reviews are not endorsed by Riel and do not represent the views of Riel. Riel shall have no liability for Reviews or for any claims for economic loss resulting from such Reviews. Because we strive to maintain a high level of integrity with respect to Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Review on first-hand experience with the service or product; (ii) you will not provide a Review for any service or product for which you have an ownership interest, employment relationship or other affiliation or for any of that company's competitors; (iii) you

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will not submit a Review in exchange for payment, free food items, or other benefits from a service or product; (iv) any Review you submit will comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising; and (v) your Review will comply with these Terms. If we determine, in our sole discretion, that any Review could diminish the integrity of the Reviews or otherwise violates these Terms, we may remove such Reviews without notice.

8. Other third-party offerings

The Platform may be made available or accessed in connection with other third-party services and content (including advertising) that Riel does not control. Once you click on a link to third party services or content, you will be subject to the terms and conditions and privacy policy of that website, destination, or third-party service provider. Riel will not warn you that you have left the Platform or that you are subject to the terms and conditions (including privacy policies) of another website, destination, or third-party service provider. You use all links in third party websites and advertisements at your own risk as these are not part of the Services and are not controlled by Riel. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Riel does not endorse such third-party services and content and in no event shall Riel be responsible or liable for any products or services of such third party providers.

App stores

You acknowledge and agree that the availability of the Platform may be dependent on the third party from which you download the Riel app, e.g., the Apple iPhone or Android app stores ("**App Store**"). You acknowledge and agree that these Terms are between you and Riel and not with the App Store and that Riel is responsible for the provision of Services as described in these Terms. However, if you downloaded the Riel app from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporates by reference Apple's Licensed Application End User License Agreement, for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms will control.

9. Dispute resolution

PLEASE READ THIS "DISPUTE RESOLUTION" SECTION CAREFULLY, AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT FILED IN COURT.

a. Informal dispute resolution procedure.

A dispute might arise between you and Riel. If that happens, Riel is committed to working with you to reach a reasonable resolution. For any issue or dispute that arises between you and Riel, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This includes first sending

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a written description of the dispute to the other party. For any dispute you initiate, you agree to send the written description of the dispute along with the email address associated with your account to the following email address: legal@riel.com. For any dispute that Riel initiates, we will send our written description of the dispute to the email address associated with your account. The written description must be on an individual basis and provide at least the following information: your name; a description of the nature or basis of the claim or dispute; and the specific relief sought.

You and Riel then agree to negotiate in good faith about the dispute through an informal telephonic dispute resolution conference. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. If the dispute is not resolved satisfactorily through this informal process within sixty (60) days after receipt of the written description of the dispute, you and Riel agree to the further dispute resolution provisions below.

The aforementioned informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fee or other deadlines will be tolled while the parties engage in this informal dispute resolution process. Failure to engage in this process could result in the award of fees against you in arbitration.

b. Mutual arbitration agreement.

You and Riel agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of these Terms (including their formation, performance, and breach) or payments by or to Riel, or that in any way relate to the provision or use of the Platform or Services, your relationship with Riel, or any other dispute with Riel, shall be resolved exclusively through binding arbitration in accordance with this Section 9 (the "**Agreement**"). This includes claims that arose, were asserted, or involve facts occurring before the existence of this or any prior Agreement as well as claims that may arise after the termination of this Agreement. This Agreement is governed by the Federal Arbitration Act ("FAA") in all respects, and evidences a transaction involving interstate commerce. You and Riel expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

Except as set forth in this Section 9(b), the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms and this Agreement, including, but not limited to any claim that all or any part thereof are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of

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such payments and remedies for nonpayment). The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity.

Notwithstanding the parties' decision to resolve all disputes through arbitration, each party retains the right to (i) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction; (ii) bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action. For clarity, this "Dispute Resolution" provision does not alter, amend, or affect any of the rights or obligations of the parties to any Riel Delivery Partner Agreement.

You and Riel agree to submit to the personal jurisdiction of any federal or state court in Kiambu County, Kenya, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and in connection with any such proceeding, further agree to accept service of process by Kenya mail and hereby waive any and all jurisdictional and venue defenses otherwise available.

Except as set forth in Section 9(c) below, if any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions thereof remain in full force and effect.

THE PARTIES UNDERSTAND THAT ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE THE CLAIM, AND THAT RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. **YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND RIEL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

Read more here <https://riel.com/disputeresolution/>

10. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." RIEL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, RIEL MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE

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REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. RIEL DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

RIEL DOES NOT CONTROL, MANAGE OR DIRECT ANY THIRD-PARTY PROVIDERS INCLUDING RETAILERS, DELIVERY SERVICES, AND DELIVERY DRIVERS. THIRD PARTY PROVIDERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF RIEL.

RIEL DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE PLATFORM OR SERVICES. DRIZLY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM, SERVICES, OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY

RIEL SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE PLATFORM OR SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF RIEL, EVEN IF RIEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RIEL SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE PLATFORM OR SERVICES OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM OR SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF RIEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIEL SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND RIEL'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT RETAILERS, DELIVERY SERVICES, AND DELIVERY DRIVERS ARE NOT OSTENSIBLE AGENTS, APPARENT AGENTS, ACTUAL AGENTS, OR EMPLOYEES OF RIEL.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, RIEL'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON RIEL'S CHOICE OF LAW PROVISION SET FORTH BELOW

Indemnity.

You agree to indemnify and hold RIEL and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the

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Services; (ii) your breach or violation of any of these Terms; (iii) Riel's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers i.e. Retailers and delivery riders.

11. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of Kenya, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. 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 first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules ("*ICC Mediation Rules*"). If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("*ICC Arbitration Rules*"). The ICC Rules' Emergency Arbitrator provisions are excluded. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of both mediation and arbitration shall be Amsterdam, The Netherlands, without prejudice to any rights you may have under Article 18 of the Brussels I bis Regulation (OJ EU 2012 L351/1) and/or Article 6:236n of the Dutch Civil Code. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Chamber of Commerce, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

12. Other Provisions

Claims of Copyright Infringement

Claims of copyright infringement should be sent to Riel's designated agent. Please visit Riel's web page at <https://www.riel.com/legal> for the designated address and additional information.

Notice.

Riel may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Riel by written communication to Riel's address at Thika, Kenya

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Due diligence and audit rights

We operate an anti-money laundering compliance program and reserve the right to perform due diligence checks on all users of the marketplace. You agree to provide to us all such information, documentation and access to your business premises as we may require:- in order to verify your adherence to, and performance of, your obligations under this Agreement; for the purpose of disclosures pursuant to a valid order by a court or other governmental body; or as otherwise required by law or applicable regulation.

General

You may not assign or transfer these Terms in whole or in part without Riel's prior written approval. You give your approval to Riel for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Riel's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Riel or any Third Party Provider as a result of the contract between you and Riel or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."