

TERMS AND CONDITIONS

Updated: 25th July 2024

SUMMARY

- I. You can purchase the KOKO Cooker with the KOKO Canister (“KOKO Consumer Hardware”) by paying the full Retail Price up-front or by saving with smaller payments, until you reach the full price, through our “Lay-By” program *(see Clause 1.1 - Terms and Conditions for the purchase of KOKO Products)*
- II. You can choose the amount and timing of each Lay-By Payment *(see Lay-By Payments Clause 2.1 - Terms and Conditions for the purchase of KOKO Products)*
- III. You will own the KOKO Consumer Hardware after you have paid the full Retail Price *(see Clause 1.1- Terms and Conditions for the purchase of KOKO Products)*
- IV. You can cancel your Lay-By Payments order at any time before collection of the KOKO Cooker & KOKO Canister *(see Termination Clause 4.1- Terms and Conditions for the purchase of KOKO Products)*
- V. If you decide to cancel, you will be refunded the Retail Price made to your KOKO Customer Account. The refund will be sent to your registered M-PESA number or Airtel Money number or T-Kash number (by Telkom Kenya) *(see Termination Clause 4.2 - Terms and Conditions for the purchase of KOKO Products)*
- VI. You can only receive five (5) KOKO Cookers and/or KOKO Canisters per KOKO Customer Account *(see Clause 1.1 - Terms and Conditions for the purchase of KOKO Products)*
- VII. You are prohibited from the unauthorised reselling or transferring of KOKO Cookers and/or KOKO Canisters *(see Clause 1.1 - Terms and Conditions for the purchase of KOKO Products)*
- VIII. Once you collect your KOKO Consumer Hardware, it is not returnable or refundable *(see Termination Clause 4.1 - Terms and Conditions for the purchase of KOKO Products)*
- IX. For every sale of the KOKO Consumer Hardware completed by a new KOKO Customer through a referral code provided by you, you will be eligible to earn a commission payable upon receipt of the full payment of the Retail Price, from the new KOKO Customer *(see Sales Commissions Clause 6.1- Terms and Conditions for the purchase of KOKO Products)*
- X. You can swap your empty KOKO Canister for a KOKO Canister filled with KOKO Fuel at a KOKO Agent location or any other location that KOKO may designate. *(see our Terms of Use of KOKO SASA)*
- XI. By downloading and using any KOKO Application, you consent to the collection and processing of your personal information, and you agree to inform us promptly if there are any changes to your personal information. *(see our Privacy Policy)*
- XII. The KOKO Consumer Hardware warranty is applicable to the first purchaser of the KOKO Consumer Hardware and is not transferable *(see Full Terms and Conditions)*
- XIII. KOKO warrants that the KOKO Consumer Hardware is free from defects arising in workmanship or materials *(see Full Terms and Conditions)*

- XIV. The KOKO Cooker has been subsidized by KOKO and Pine Tree Carbon LLC of Korea under a United Nations Carbon project also registered with the Gold Standard. In exchange for this subsidy, you agree to assign the rights to the carbon and other impact credits generated by your KOKO Cooker, to KOKO and confirm that you have not participated in any other similar scheme in the past or present. *(see Clause F)*

TERMS AND CONDITIONS

These Terms and Conditions are governed by customer protection laws and statutory Laws of the Republic of Kenya.

These Terms and Conditions govern all users who sign up to use or purchase our products and services through the following platforms. This list is not exhaustive.

- I. Websites
- II. myKOKO Application
- III. Business to Business sales programme (B2B sales)
- IV. KOKO Point
- V. myKOKO USSD

- By using our products and services, you are agreeing to these terms. Please read them carefully.
- KOKO reserves the right to update and/or change these Terms and Conditions.
- Headings in these Terms and Conditions are for convenience purposes only and they do not affect the interpretation of these Terms and Conditions.
- Defined terms are capitalized, and the terms used in these Terms and Conditions shall have the following meanings:

DEFINITIONS

“Applications” or **“Apps”** means digital internet applications providing KOKO Products and Services and running on a consumer’s device, KOKO enterprise device or a network approved by KOKO.

“Application site” means an internet application website providing KOKO Products and services and which can be accessed from a desktop or mobile device.

“Authorities” means any judicial, administrative, public, or regulatory body, Tax Authority, court, central bank, or law enforcement body, or any of their agents with jurisdiction over KOKO.

“Carbon Credits” means a tradeable certificate or permit representing the right to emit one tonne of carbon dioxide or the equivalent amount of a different greenhouse gas.

“Certified Emissions Reductions” means a type of carbon credit issued by the United Nations Framework Convention on Climate Change (UNFCCC) Clean Development Mechanism (CDM) Executive Board for emissions reductions achieved by CDM projects and verified by a Designated Operational Entity (DOE) under the rules of the Kyoto Protocol, or other similar scheme operated by the Gold Standard.

“Compliance Obligations or Legal Obligations” means obligations for KOKO to comply with:

- I. Laws and internal policies or procedures;
- II. Any demand from Authorities or reporting, disclosure, or other obligations under Laws.
- III. Laws requiring us to verify the identity or any other information of our customers.

“Customer Care Centre” means the system that gives customers operational support.

“Customer Information or User Information” means your Personal Data, confidential information including relevant information about you, your transactions, your use of our products and services, and your relationship with KOKO.

“Device” means all electronic devices running KOKO services.

“E-currency” means the electronic value issued by KOKO, representing an entitlement to an equivalent amount of the cash held by KOKO on behalf of the KOKO Customer, to purchase KOKO Products.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

“Google Play Store” means a digital distribution service operated and developed by Google, that allows users to browse and download applications developed with the android software and published through Google.

“GPS” means Global Positioning System.

“Hardware” means the KOKO Point and any other machinery that might be released, manufactured, or produced by KOKO over time.

“KOKO” means KOKO Networks Limited (Kenya).

“KOKO Agent” means a small shop in an urban neighbourhood that has various functions, including but not limited to, promoting, and facilitating the sale of KOKO Products to KOKO Customers and potential customers and hosting a KOKO Point.

“KOKO Canister” means a canister supplied by KOKO which enables a KOKO Customer to transport KOKO Fuel from the KOKO Point to their home.

“KOKO Cooker” means a one-burner or two-burner stove used for cooking with KOKO Fuel.

“KOKO Consumer Hardware” means the purchased KOKO Cooker with a KOKO Canister.

“KOKO Credit” is a monetary balance which can be put towards KOKO Products or services, or alternatively transferred to another user. KOKO Credit can be awarded as a bonus or transferred by the customer via MPESA.

“KOKO Customer” means a user who has signed up to use or purchase KOKO Products or Services.

“KOKO Customer Account” means an account maintained with KOKO by a customer or user which stores e-currency, and which has been activated for purposes of undertaking transactions.

“KOKO Fuel” means denatured ethanol-based household cooking fuel to be acquired from the KOKO Point and used in the KOKO Cooker or any other machinery produced by KOKO over time.

“KOKO Device” means any device issued to the KOKO Agent or any other location that KOKO may designate, to facilitate the sale of KOKO Products.

“KOKO Products” or **“Products”** means KOKO Cooker and KOKO Canister and any other products that might be released, manufactured, or produced by KOKO over time.

“KOKO Sasa” means a service that is provided at selected KOKO Agent locations or any other location that KOKO may designate where a KOKO Customer can instantly get a full KOKO Canister filled with 2.3 litres of KOKO Fuel

“KOKONet System” means the system operated by KOKO providing the KOKO services.

“KOKO Point” means KOKO's automated technology device that has various functions including but not limited to dispensing of KOKO Fuel, provision of media services and signing up of potential KOKO Customers.

“Laws” means any local or foreign law, regulation, judgment or court order, code, sanctions regime, an agreement between any member of KOKO and an Authority, or Agreement or treaty between Authorities and applicable to KOKO.

“myKOKO application” or “myKOKO app” means a mobile application enabling a consumer to buy KOKO Products and access KOKO services.

“myKOKO USSD” means the mobile network service that enables a consumer to access KOKO products and services.

“Personal Data” or “Personal Information” means any information relating to an identified or identifiable natural person.

“PIN” means your personal identification number, being the password, you choose to access and operate your account and includes the one-time 4-digit PIN sent to you on registration for the purpose of activating your KOKO Customer Account.

“Referral” or “Referral process” means an activity wherein an existing KOKO Customer promotes KOKO Products and services to unregistered, potential KOKO Customers. On the successful registration of a new KOKO Customer, the existing KOKO Customer is offered compensation, at KOKO’s sole discretion for his/her efforts.

“Retail Price” means the price of KOKO’s Products inclusive of tax and delivery costs.

“Services” means maintaining the applications made available or hosted on the Google play store, Apple Play Store, KOKO’s websites once you have downloaded them onto your Device or accessed through USSD and any other services acquired while using KOKO’s Applications.

“Sign Up” means the process of registering a new customer to the Services.

“Tax Authorities” means Kenyan or foreign tax, revenue or monetary authorities that are applicable to KOKO.

“Toll Free Number” means a telephone number where the customers can request for support with respect to KOKO Products and services. Calls to this number are free of charge.

“United Nations Clean Development Mechanism Program of Activities” is a Program of Activities (PoA) registered under the United Nations Framework Convention on Climate Change (UNFCCC) Clean Development Mechanism (CDM) in order to enable projects to be registered that have the potential to generate Certified Emissions Reductions.

“User Manual” means the User Manual for the KOKO Consumer Hardware.

“Unstructured Supplementary Service Data (USSD)” means the service with which a Customer can access KOKO’s Services by dialling a designated code.

“We”, “Our” and “Us” means KOKO and includes the successors, affiliates, and assignees of KOKO.

Reference to the singular includes the plural (and vice versa).

“Websites” means www.kokonetworks.com, www.kokofuel.com, www.kokofuel.co.ke and any other that may be created by Us.

"You" or "your" means the KOKO Customer or other users and includes the authorised representatives of the KOKO Customer.

A. PRIVACY POLICY

Summary

KOKO Networks Limited (collectively, “KOKO”) recognizes the importance of protecting the privacy of information provided by users of its services. KOKO does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.

This privacy policy explains what personal information KOKO collects, with whom KOKO shares it with and for what purpose.

This privacy policy forms part of the Terms and Conditions and can be accessed at www.kokofuel.co.ke.

You should read this Privacy Policy in its entirety and carefully.

By downloading any KOKO Applications, you consent to the following:

1. By downloading any KOKO Applications or using any KOKO Applications you hereby give consent to the collection and processing of your personal information for legitimate business purposes as set out in SECTION 3 below.
2. You hereby certify that all the information provided by you is true and correct to the best of your knowledge, and that any wilful misrepresentations or false information therein will be considered as an act to defraud KOKO and its partners.
3. You authorize KOKO to verify and investigate the above information as may be required, from the references provided and other reasonable sources.
4. You further agree that any KOKO applications and any other information obtained relative to KOKO’s applications shall be used by and communicated to KOKO and shall remain KOKO’s property even when you delete the applications from your electronic device or cease to be a customer of KOKO.
5. You accept that KOKO shall have the right to monitor your account usage and activities and may disclose personal information to any bank or affiliate, government institution, their respective stakeholders and partners or as may be required by law.
6. KOKO employees who handle personal information are under obligation to treat it confidentially and will not disclose it to unauthorized third parties. KOKO employees are also responsible for the internal security of the information. Employees who violate KOKO’s privacy policies are subject to a range of disciplinary actions and legal sanctions.

SECTION 1. SCOPE OF POLICY AND TERMS

This policy applies to your use of:

- I. KOKO's mobile applications hosted on but not limited to, the Google Play Store, Apple Play Store, KOKO's websites, KOKO Points, KOKO sales sign up options, that you have downloaded onto your mobile phone or handheld device ("**Device**") or have had access to and KOKO's applications on any KOKO hardware or approved network (collectively "**Applications**");
- II. Any of the services accessible through the Applications;
- III. Any information or services acquired through any of KOKO's websites or any other modes of communication to customers or users and or from KOKO.

SECTION 2. INFORMATION WE COLLECT

We may collect, use, and share Customer or User Information in accordance with the terms in this Policy.

Customer or User Information may be collected from you directly, from a person acting on our behalf or from other sources including any KOKO Applications, websites, KOKO media platforms, our partners, third party service providers (including but not limited to credit reference agencies, mobile network providers, customer care service providers) and from publicly available information. This information may be generated or combined with other information available to us or any member of KOKO.

We may collect the following information about you, which may include non-public personal Information:

2.1 Information you submit to us:

- I. Provided by completing the Sign-Up process using the myKOKO App downloaded from the Google Play Store Apple Play Store, KOKO's websites or the KOKO App at any KOKO Point, the myKOKO USSD feature, or any other products or services invented by KOKO over time.
- II. Provided by corresponding with us for example, by e-mail, recorded messages through our media platforms, customer care services or by calling us using the Toll-Free Number, SMS number, Twitter, Facebook, or chat with Customer Care.
- III. Provided by downloading, using, and subscribing to any of our services, entering a competition, promotion, or survey, reporting a problem using the App, our Services, or any of Our Sites and or Websites.
- IV. Including your name, phone number, location.
- V. Voluntarily providing us additional information about your interests, brand and product preferences and answers to survey-based questions including your past and present cooking habits and preferences.

2.2 Information we collect about you and your device:

Each time you visit one of our Websites or use one of our Apps the information we may collect includes but is not limited to the following:

- I. Technical information, including the type of mobile device you use, unique device identifiers (for example, your Device's IMEI or serial number), information about the SIM card used by the Device, mobile network information, your device operating system, the type of browser you use, your device's location and time zone setting (Device Information);
- II. Details of your use of any of our Apps or your visits to any of our websites including, but not limited to traffic data, location data, weblogs, and other communication data.

2.3 Location information.

We may also use GPS technology or other location services to determine your current location.

2.4 Information we receive from other sources.

We reserve the right to work with a limited number of third parties (including credit reference agencies, mobile network providers and customer care service providers and may receive information about you from them.

2.5 Unique application numbers.

When you install or uninstall a service containing a unique application number or when such a service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

We may occasionally send you push notifications through our mobile applications to provide you marketing messages and other service or transaction-related notifications that we feel may be of importance to you if you opt-in to receiving these types of communication at the time of signing up or through the mobile application settings.

We and our third-party service providers, including our marketing partners and analytics providers may use mobile tracking technologies and/or website cookies to distinguish you from other users of the App, App site or service site. This helps us to provide you with a good experience when you use the App or browse any of the websites and also allows us to improve the App and our websites.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include your internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. From time to time, we may combine this automatically collected data to other information we collect about you for reasons such as analysis, security, content generation or marketing. We may use the analytic tools and software in order to develop and analyse the use of the services. Analytics companies may access anonymous individual data to help us understand how the services are used. We may link the information we store within the analytics software to any personal information you submit within the mobile applications.

By uninstalling the App from your device, you can withdraw your consent from accessing your customer information in the future. We may keep and share stored Customer or User information after the point of uninstall for as long as necessary for the fulfilment of the purposes for which Customer or User Information was obtained or for the establishment, exercise, or defence of legal claims, or for legitimate business purposes, or as permitted by law.

SECTION 3. WHY WE COLLECT THE ABOVE INFORMATION

We collect information for the following purposes, including but not limited to:

- I. To create customer or user accounts;
- II. To process your transactions;
- III. To verify your identity;
- IV. To analyse customer behaviour;
- V. To allow our partners to fulfil their obligations to you;
- VI. To allow us to fulfil our obligations to our partners;
- VII. To troubleshoot problems with the services through the myKOKO app, KOKO app, websites or any other products that KOKO manufacture or produce;
- VIII. To comply with applicable laws, regulations, and rules, such as those relating to "know-your-customer" and anti-money laundering requirements;
- IX. To detect and prevent fraud and other illegal uses of the services;
- X. To send you marketing notices, service updates and promotional offers;

- XI. To contact you by telephone using auto-dialled or pre-recorded message calls or text (SMS) messages (if applicable) as authorized for the purposes described in this privacy policy;
- XII. To improve customer or user experience; and
- XIII. To serve you with promotional offers, advertisements and other transaction-related notifications that we feel may be of importance to you;
- XIV. To provide you with sponsored content from our advertising partners on an opt-in basis.

SECTION 4. HOW WE USE AND SHARE INFORMATION

These clauses explain how we will use and share your information.

4.1 By using our services, you agree that we and members of KOKO shall use Customer or User Information in accordance with the following clauses: -

4.1.1 We may associate any category of information with any other category of information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.

4.1.2 Information collected by us shall only be used for the purposes defined in this policy.

4.1.3 We do not disclose information about identifiable individuals to other parties, including advertising partners, unless it is necessary for providing our services or you have consented to such disclosure.

4.1.4 We may share limited personal information with select partners for research and development.

4.1.5 We may provide other parties with anonymous individual information about our customers or users for the purposes of compiling statistics relating to our user base or customer experience and may disclose such information to any third party for such purposes, provided that such information will always be anonymous and in accordance with this policy.

4.1.6 We provide our advertising partners with general reports on how their adverts are served through all our media platforms and the customers who watch and/or hear them but these reports do not include information to personally identify any of our customers. Personal information such as name, email address and mobile number will be shared with any of our advertising partners if and only if you agree to voluntarily share that information as part of any campaign.

4.2 Sharing:

By using our Services, you agree that we may, as necessary and appropriate for the above purposes, transfer, request and disclose any Customer or User Information to the following recipients globally who may also process, transfer, and disclose such Customer or User Information for the above purposes: -

4.2.1 Including but not limited to any member of KOKO and any subcontractors, agents, service providers, or associates of KOKO (including but not limited to their employees, directors, and officers);

4.2.2 Any party in connection with any KOKO business transfer, disposal, merger, or acquisition, wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the services are supplied;

4.2.3 Third-party service providers under contract with KOKO that help us with our business operations, such as transaction processing, fraud prevention, and marketing. We share your personal information with these companies only as necessary to provide you with our services; and

4.2.4 Law enforcement, government officials or other third parties, but only

- I. In connection with a formal request, subpoena, court order, or similar legal procedure; or
- II. When we believe in good faith that disclosure is necessary to comply with the law, prevent physical harm or financial loss, report suspected illegal activity, or to investigate violations of our User Agreements; or
- III. Or any other legally permissible purpose.

SECTION 5. WHERE WE STORE INFORMATION

5.1 The data that we collect from you may be transferred to and stored at a destination outside Kenya. It may also be processed by KOKO staff operating outside Kenya who work for us. These staff members may be engaged in the fulfilment of your requests.

5.2 By submitting your personal information, you agree to this transfer, storing or processing of data. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. We may also disclose your data to anyone we consider necessary in order to provide you with Services in connection with creating an account.

5.3 Where we have given you (or where you have chosen) a password or PIN that enables you to access certain parts of our applications, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

5.4 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our websites or servers.

5.5 Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

SECTION 6. CUSTOMER OBLIGATIONS AND RIGHTS

6.1 You agree to inform us promptly, and in any event, within 30 days through our customer care platforms if there are any changes to Customer or User Information and to respond promptly to any request from us.

Where:

- I. You fail to provide promptly, Customer information that we reasonably request for, or;
- II. You withhold or withdraw any consents that we may need to process, transfer or disclose customer information for the above purposes (except for purposes connected with marketing or promoting products and services to you), or;
- III. We have, or a member of KOKO has, suspicions regarding Financial Crime or an associated risk.

We may:

- I. Be unable to provide new, or continue to provide all or part of our services to you and reserve the right to terminate our relationship with you;
- II. Take actions necessary for us or a member of KOKO to meet the compliance or legal Obligations; and/or
- III. Block, transfer or close your KOKO Customer Account(s) where permitted under Laws.

6.2 You agree that KOKO shall not be liable for any loss or damage arising from or incidental to our use, collection, processing and sharing of customer information, and any action we have taken in relation to this section.

6.3 Should we wish to use your information for marketing purposes, we will inform you prior to such use. You shall be entitled to prevent such usage by informing us, within 10 days of being informed of the proposed use, that you do not wish to disclose such information. You can also exercise the right at any time by contacting us at our Customer care numbers detailed at the end of this policy.

SECTION 7. WHEN THIS PRIVACY POLICY APPLIES

7.1 Our privacy policy applies to all of the services offered by KOKO and its affiliates including services KOKO provides on its websites but excludes services by KOKO that have separate privacy policies that do not incorporate this Privacy Policy.

7.2 Our privacy policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may advertise KOKO's services or other sites linked from our services.

7.3 Our privacy policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies and other technologies to serve and offer relevant ads.

SECTION 8. QUESTIONS AND CHANGES

8.1 Any changes we may make to our privacy policy will be sent to you or posted on the website at www.kokofuel.co.ke and where applicable, notified to you when you next start the App for acknowledgement.

8.2 The new terms may be displayed on-screen, and you may be required to read and accept them to continue your use of the App or the services. Questions, comments, and requests regarding this privacy policy are welcomed and should be addressed to the following:

Toll free number (KE): 0800720716

SMS Shortcode (KE): 20531

Email: enquiries@kokonetworks.com

Facebook: @KOKOFuel

Twitter: @KOKO_Fuel

B. TERMS AND CONDITIONS FOR THE PURCHASE OF KOKO PRODUCTS.

1. INTRODUCTION

1.1 By accepting these Terms and Conditions, you hereby agree:

- I. To buy the KOKO Cooker and KOKO Canister (the "Products") at the full retail price (the "Retail Price") on an up-front or savings basis (the "Lay-By Payments") by paying with M-PESA or Airtel Money or T-Kash into a digital account in your name maintained by KOKO (the "KOKO Customer Account");
- II. To KOKO limiting the registration of the KOKO Cooker and/or KOKO Canister to a maximum of five (5) only per KOKO Customer Account.
- III. To KOKO being the custodian of money deposited as Lay-By Payments towards the Retail Price of the Products.
- IV. To KOKO prohibiting the unauthorised reselling or transferring of the KOKO Cooker and/or KOKO Canister.
- V. That you understand and agree that you will not become the owner of the Products until you have paid the Retail Price in full. The Products will remain owned by KOKO and at KOKO's risk until you have accepted delivery of them, after full payment of the Retail Price. Once you have accepted delivery of the Products, the Products will be at your risk.
- VI. The order submitted by you to buy the Products shall only be deemed to be accepted by KOKO when confirmed via text message to the phone number provided by you.

2. LAY-BY PAYMENTS

2.1 You can choose the amount and timing of the Lay-By Payments. A Lay-By Payment will only be added to your KOKO Customer Account once the first Lay-By Payment has been received by KOKO.

2.2 The Lay-By Payments shall be applied towards the settlement of the Retail Price on the final payment date.

2.3 No interest or account management fees will apply to your Lay-By Payments in your KOKO Customer Account.

3. OBLIGATIONS OF KOKO NETWORKS LIMITED

3.1 KOKO will send you a confirmation text message on receipt of every Lay-By Payments.

3.2 The confirmation will contain your name, the Lay-By Payment received, and your KOKO Customer Account balance, and the text message serves as a payment receipt for each Lay-By Payment. You can track your payment progress on the myKOKO mobile application or by viewing your account on any KOKO Point.

3.3 After receipt of your final Lay-By Payment, you will be contacted by KOKO to advise on timing and arrangements for the collection of the Products.

4. TERMINATION

4.1 You may terminate your Lay-By Payments order at any time before receipt of the Products. If you wish to terminate your Lay-By Payments order, contact KOKO Customer Support by sending a free SMS to 20531. After receipt of the Products, you may not return them or receive any refund for them.

4.2 Upon cancellation, the Retail Price paid shall be remitted to your registered M-PESA number or Airtel Money number or T-Kash number within 10 working days.

4.3 KOKO may terminate the Lay-By Payments order if:

- I. you breach a term of the Lay-By Terms and Conditions;
- II. KOKO stops trading; or
- III. the Products are no longer available.

5. CHANGE OF CUSTOMER DETAILS

5.1 If you change your registered phone number or M-PESA number or Airtel Money number or T-Kash number during the Lay-By Payments, please notify KOKO Customer Support as soon as possible by sending a free SMS to 20531.

6. SALES COMMISSIONS

6.1 For every sale of the Products completed via a referral code provided by yourself to other new KOKO Customers (your "Agent Referral Code"), you shall be eligible to earn a commission (subject to statutory deductions as required by Kenyan law) that shall be payable ONLY upon receipt of the full payment of the Retail Price of the Products from the new KOKO Customer as confirmed to you by KOKO.

6.2 No commissions will be payable before the full and final payment of the Retail Price of the Products or for discontinued Lay-By Payments.

C. AGREED TERMS OF USE AND WARRANTY POLICY

While registering with KOKO and purchasing these Products, you agreed to specific Terms of Use and a Warranty Policy related to these Products. A copy of these terms is reproduced below for your information. Any changes to these terms that you accepted would have been highlighted to you during purchase.

TERMS OF USE

1. If your new KOKO Consumer Hardware does not appear or function as described in the User Manual, you will contact KOKO Customer Care and await instructions before proceeding to use it.
2. Your KOKO Consumer Hardware will only be used by people who are above the age of 13, and only for the preparation of food in accordance with the Instructions and Warnings in the User Manual.
3. If your KOKO Consumer Hardware malfunctions in any way, you will immediately notify KOKO Customer Care.
4. You will not permit anyone not approved by KOKO to disassemble, repair, modify, or otherwise service your KOKO Consumer Hardware.
5. You will notify KOKO Customer Care in case of change in ownership of this KOKO Consumer Hardware or in the personal information you supplied during registration.
6. KOKO controls and is the authorized user of all trademarks, copyrights, video clips and all other intellectual property appearing on or contained within the KOKO Consumer Hardware, KOKO Point, software systems and websites.
7. KOKO, its manufacturing, and distribution partners may not be held liable for any damage or loss resulting from improper, incorrect, and unreasonable use of the KOKO Consumer Hardware, KOKO Point, software systems, services, and websites.

WARRANTY TERMS & CONDITIONS

All KOKO Products are sold by KOKO, facilitated by authorised KOKO Agents or facilitated by authorised KOKO partners and contain unique serial numbers. The KOKO Consumer Hardware warranty will start upon collection and completion of the sale of the KOKO Consumer Hardware.

1. Limited Warranty

- a) This warranty is confined to the first purchaser of the KOKO Consumer Hardware and is not transferable.
- b) For 12 months from the date of purchase (“Warranty Period”) of the KOKO Consumer Hardware from KOKO, an authorised KOKO Agent or partner, KOKO warrants that the KOKO Consumer Hardware will be free from defects arising in workmanship or materials, subject to the conditions outlined under “General Exceptions”.
- c) If any KOKO Consumer Hardware is found to be defective in workmanship or materials within the Warranty Period, it will be repaired or replaced free of charge.
- d) KOKO Consumer Hardware presented for repair may be replaced by refurbished parts of the same type or may be replaced by new parts, as applicable.

2. Limitation of liability

- a) To the extent permitted by law, KOKO will bear any costs associated with claiming the warranty. KOKO will not be liable for any consequential loss, indirect loss, economic loss, loss of revenue or special loss or damage that may arise from any defect of the Products.

3. Procedure to claim Warranty

- a) If an event covered by Warranty occurs:
 - i. You must contact KOKO within 7 days using the KOKO Customer Care contact details listed below.
 - ii. KOKO Customer Care will communicate to you the next steps you must follow.
 - iii. After communication from KOKO Customer Care, you must make the KOKO Consumer Hardware available to KOKO or its authorised partners for inspection and testing within 14 days of contacting KOKO in accordance with this warranty claims procedure.
 - iv. You will bear any and all costs of transportation to and from the drop off and pickup points.
 - v. If inspection and testing find no defect in the KOKO Consumer Hardware, you must pay KOKO’s costs of service work and testing.
 - vi. All warranty claims must be supported by the requested valid evidence to show proof of purchase and ownership which are the item serial numbers and associated mobile number.
 - vii. KOKO Consumer Hardware with visible alterations on serial numbers and codes will not be covered under warranty.

4. **General exceptions**

- a) This warranty is not applicable if the KOKO Consumer Hardware is not used in accordance with the User Manual.
- b) This warranty does not apply to unauthorised attempts to open the KOKO Consumer Hardware or for KOKO Consumer Hardware that has been worked on by an unauthorised agent or person.
- c) This warranty does not cover defects from using the wrong fuel with the Products, the ceramic wool and wire gauze above it.
- d) This warranty does not apply to deterioration, defects, faults, or failures caused by or attributable to and not limited to:
 - i. Usual operating conditions and/or normal or ordinary wear and tear of the KOKO Consumer Hardware or their parts;
 - ii. Negligent or careless handling, any other accident, improper use, misuse or abuse of the KOKO Consumer Hardware;
 - iii. Accident, impact or fire, whose origin is not from a defective item; theft, illegal use or malicious damage;
- e) Any failure to install, fit, use or maintain the item or genuine part in accordance with KOKO's instructions or recommendations in this Manual, or the use of unsuitable agents (e.g., unsuitable cleaning agents);
- f) Deterioration, staining or corrosion of plated parts, paint coatings, rubber or plastic components or soft trim which occur due to normal exposure, general wear and tear and usage;
- g) Environmental conditions, including dust, salt, sand, stones, tree sap, bark or leaves, bird, animal or insect droppings or other damage, windstorm, hail, flood, lightning, or other acts of God; and/or
- h) Any physical impact or force.

5. **KOKO Customer Care**

Contact KOKO Customer Care using any of the following channels:

Toll free number (KE): 0800720716

SMS Shortcode (KE): 20531

Email: enquiries@kokonetworks.com

Facebook: @KOKOFuel

Twitter: @KOKO_Fuel

D. TERMS OF USE OF THE MYKOKO APPLICATION

1. You can use the myKOKO Application to do the following:
 - I. Earn Money by inviting friends to KOKO
 - II. View Sales Progress
 - III. Share KOKO Credit
 - IV. Buy or Save for a KOKO Cooker
 - V. Contact Customer Care
 - VI. View your KOKO Customer Statement
 - VII. Use and explore other product features that KOKO will keep adding in the future, to better your experience.
 - VIII. Consumer marketing related content based on your interests, preferences, and activities.

2. You can also access the myKOKO Application features through the myKOKO USSD and can create a KOKO Customer Account. To do this you must accept these terms and conditions and complete a top-up of any KOKO Customer Account where you will then be able to:
 - I. Top-up your KOKO Customer Account
 - II. Share KOKO Credit
 - III. View your KOKO Customer Balance
 - IV. Reset your KOKO Customer Account PIN
3. You are responsible for the activity that happens on or through your KOKO Customer Account.

E. TERMS OF USE OF KOKO SASA

KOKO Customers can swap their eligible empty KOKO Canisters for KOKO Canisters filled with 2.3 litres of KOKO Fuel at respective KOKO Agent locations or any other locations that KOKO may designate, in accordance with the terms below:

1. KOKO Sasa is only available at selected KOKO Agent locations or any other locations that KOKO may designate.
2. All respective KOKO Agent locations or any other locations that KOKO may designate, participating in KOKO Sasa will be branded accordingly to enable KOKO Customers identify them.
3. KOKO Canisters are prefilled with 2.3 litres of KOKO Fuel by KOKO Agents or any other locations that KOKO may designate, ready for KOKO Customers to swap with their empty KOKO Canisters.
4. You will not receive any compensation for KOKO Canisters with any amount of KOKO Fuel that are handed over to a KOKO Agent or any other locations that KOKO may designate, for KOKO Sasa.
5. The KOKO Agent or any other locations that KOKO may designate, reserve the right to deny or accept a KOKO Customer's Canister as per the below eligibility criteria and in accordance with guidelines provided to the KOKO Agent or any other locations that KOKO may designate.
6. The KOKO Agent or any other locations that KOKO may designate shall not deny accessibility to KOKO Sasa without reason.

KOKO Canister eligibility criteria

I. Acceptable Canisters:

Faulty KOKO Canisters that cannot be used to fuel a KOKO Cooker or refill at a KOKO Point as highlighted below.

While fuelling a KOKO Cooker:

- a. The KOKO Canister did not dispense KOKO Fuel to the KOKO Cooker.
- b. The KOKO Canister had a leakage while dispensing KOKO Fuel to the KOKO Cooker and there was an overflow at the smart valve area.
- c. The KOKO Canister did not dock on the KOKO Cooker or got stuck at the docking area of the KOKO Cooker.

At the KOKO Point, when the KOKO Canister is docked, it reflects one of the following errors:

- d. KOKO Canister full
- e. KOKO Canister not detected

II. Not acceptable Canisters:

- a. Dirty KOKO Canisters until cleaning is done.

- b. Defaced KOKO Canisters: These are KOKO Canisters that are usable or sometimes unusable with one or more physical attributes removed or damaged.
7. The KOKO Agent or any other locations that KOKO may designate will scan both the empty KOKO Canister and filled KOKO Canister to be handed to you and will then ask you to enter your KOKO Customer PIN into the KOKO Go device to confirm payment for the filled KOKO Canister.
8. You are advised to enter your PIN into the KOKO Go device with privacy and not share your PIN with the KOKO Agent or any other location that KOKO may designate. (*See Clause 5.3 above - Privacy Policy*)
9. You will pay the full Retail Price for a full KOKO Canister with KOKO Fuel using KOKO Credit. If you do not have KOKO Credit in your KOKO Customer Account, you can give the full Retail Price in cash to the KOKO Agent or any other location that KOKO may designate, who will instantly top up your KOKO Customer Account with the equivalent KOKO Credit to complete the purchase of the full KOKO Canister.
10. The full KOKO Canister handed over to you will be assigned and belong to you and the empty KOKO Canister handed over to the KOKO Agent or any other location that KOKO may designate will belong to KOKO.

F. CARBON CREDITS

1. The KOKO Cooker and KOKO Canister are supplied under the Program of Activities (POA) entitled “KOKO Kenya – Ethanol Cookstoves Program” registered under the United Nations Clean Development Mechanism (CDM) (<https://cdm.unfccc.int/>) and Gold Standard (<https://www.goldstandard.org/>). Each new KOKO Customer is a project participating household under this POA.
2. The KOKO Cooker and KOKO Canister is eligible for a subsidy provided by KOKO and Pine Tree Carbon LLC, registered in the Republic of Korea, or any other subsidy embedded in the retail price, in order to deliver it at an affordable price to each new KOKO Customer.
3. The new KOKO Customer agrees that, by purchasing the KOKO Cooker and KOKO Canister, he or she hereby assigns any and all rights associated with the Certified Emissions Reductions (CERs) and/or other carbon credits and/or other SDG outcomes resulting from the use of the KOKO Cooker to KOKO, for transfer to Pine Tree Carbon LLC and/or other Korean parties and/or any other entity who may have funded the subsidy for the benefit of the KOKO Customer.
4. The new KOKO Customer hereby declares that the purchased/to-be-purchased KOKO Cooker will not replace an energy efficient/renewable energy cookstove which is distributed under any other carbon credit project, and agrees that he or she will promptly disclose any prior association with any other CDM project or any other carbon credit scheme to KOKO.

G. QUESTIONS AND CHANGES

Any changes we may make to our Terms and Conditions will be sent to you or posted on the website at www.kokofuel.co.ke and where applicable, notified to you when you next start the App for acknowledgement.

The new terms may be displayed on-screen, and you may be required to read and accept them to continue your use of the App or the services. Questions, comments and requests regarding these Terms and Conditions are welcomed and should be addressed to the following:

Toll free number (KE): 0800720716

SMS Shortcode (KE): 20531

Email: enquiries@kokonetworks.com

Facebook: [@KOKOFuel](#)

Twitter: [@KOKO_Fuel](#)