WakiliApp's Terms of Service for Advocates providing Legal Services

WakiliApp ("WakiliApp," "our," "we," or "us") provides an online platform where users(people in need of legal services) connect with the Advocates of the High Court of the United Republic of Tanzania and other subordinate courts thereto save for primary courts. It is an online to offline platform linking users and Advocates through internet, phone calling, messaging, Internet calling, whatsapp call, video call, signal call, telegram call and other services. Please read our Terms of Service so as you understand WakiliApp. You agree to our Terms of Service ("Terms") by installing, accessing, or using our apps, services, features, software, or website (together, "Services").

About our services

Registration. You must register for our Services using accurate data, provide your true names, current practicing and notarial certificates, your current photo, current advocate's identification card, NIDA identification number, current mobile phone number/email, physical address, region, district, ward, road, street and, if you change it, update the mobile phone number/email using our in-app change number/email feature. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

Advocate's Accounts. In order to use most aspects of the Services, you must register for and maintain an active personal Advocates services account ("Account"). You must be an Advocate of the High Court of Tanzania and other subordinate courts thereto save for primary courts age to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to WakiliApp certain personal information, such as your name, address,

mobile phone number/email, sex, current practicing and notarial certificates, your current photo, current advocate's identification card, NIDA identification number and TIN number. 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 mobile phone number which bears a registration name of another person, expired practicing and notarial certificates, invalid advocate's ID and TIN number may result in your inability to access or use the Services. 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 WakiliApp in writing, you may only possess one Account.

Devices and Software. You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

Device and Connection Information. We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers. We collect device location information if you use our location features, such as when you choose to share your location with your contacts, view locations near by or those other have shared with you, and the like, and for diagnostics and troubleshooting purposes such as if you are having trouble with our app's location features.

Privacy policy and user data

WakiliApp cares about your privacy. WakiliApp's Privacy Policy describes our

information (including message) practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to the United Republic of Tanzania and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services.

You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those in the United Republic of Tanzania.

Acceptable use of our services

Our Terms and Policies. You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

Legal and Acceptable Use. You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of WakiliApp, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as messaging and VoIP, and the like.

Harm to WakiliApp or Our Users. You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license,

sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

Keeping Your Account Secure. You are responsible for keeping your device and your WakiliApp account safe and secure, and you must notify us promptly of any unauthorized use orsecurity breach of your account or our Services.

Third-party services

Our Services may allow you to access, use, or interact with third-party websites, apps, content, andother products and services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

Licenses

Your Rights. WakiliApp does not claim ownership of the information that you submit for your WakiliApp account or through our Services. You must have the necessary rights to such information that you submit for your WakiliApp account or through our Services and the right togrant the rights and licenses in our Terms.

WakiliApp's Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our express permission and except in accordance with our Brand Guidelines.

Your License to WakiliApp. In order to operate and provide our Services, you grant WakiliApp a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile picture and transmit your messages, , and otherwise as described in our Privacy Policy).

WakiliApp's License to You. We grant you a limited, revocable, non-exclusive, non- sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

Reporting third-party copyright, trademark, and other intellectual property infringement

To report claims of third-party copyright, trademark, or other intellectual property infringement, please visit our Intellectual Property Policy. We may terminate your WakiliApp account if you repeatedly infringe the intellectual property rights of others.

Disclaimers

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING **DISCLAIMERS**. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "WAKILIAPP PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

Limitation of liability

THE WAKILIAPP PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE WAKILIAPP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUTOF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR

SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED THOUSANDS TANZANIAN SHILLINGS (TSHS100,000/=) . THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE WAKILIAPP PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the WakiliApp Parties from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to oruse of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Claim.

Dispute resolution

Forum and Venue. If you are WakiliApp user located in Tanzania and any dispute whatsoever arises, the matter shall be referred to Arbitration in Tanzania in conformity with the Arbitration Act No 2 of 2020. You agree that you will resolve any Claim you have with us relating to, arising out of, or in any way in connection with ourTerms, us, or our Services (each, a "Dispute," and together, "Disputes") exclusively in the United Republic of Tanzania

Governing Law. The laws of the United Republic of Tanzania, our Terms as well as any Disputes, whether in court or arbitration, which might arise between WakiliApp and you, without regard to conflict of law provisions.

Availability and termination of our services

Availability of Our Services. Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

Termination. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with WakiliApp: "Licenses," "Disclaimers," "Limitation of Liability," "Indemnification," "Dispute Resolution," "Availability and Termination of our Services,"

Other

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding WakiliApp and our Services, and supersede any prior agreements.
- We may ask you to agree to additional terms for certain of our Services in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.
- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- Our Terms are written in English. Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls.

- Any amendment to or waiver of our Terms requires our express consent.
- We may amend or update these Terms. We will provide you notice of amendments to our Terms, as appropriate, and update the "Last Modified" date at the top of our Terms. Your continued use of our Services confirms your acceptance of our Terms, as amended. If you do not agree to our Terms, as amended, you must stop using our Services. Please review our Terms from time to time.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions, except as set forth in the Arbitration clause — "Severability" section below.
- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract.

- We always appreciate your feedback or other suggestions about WakiliApp and our Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

Time Limit to Start Arbitration. We and you agree that for any Dispute we and you must commence an arbitration proceeding within one year after the Dispute first arose; otherwise, such Dispute is permanently barred. This means that if we or you do not commence an arbitration within one year after the Dispute first arose, then the arbitration will be dismissed because it was started too late.

No Class Actions, Class Arbitrations, or Representative Actions for Users. We and you each agree that if you are a WakiliApp user located in the United Republic of Tanzania, each of we and you may bring Disputes against the other only on its or your own behalf, and not on behalf of any other person or entity, or any class of people. We and you each agree not to participate in a class action, a class-wide arbitration, Disputes brought in a private attorney general or representative capacity, or consolidated Disputes involving any other person or entity in connection with any Dispute.

Accessing WakiliApp's terms in different languages

To access our Terms in certain other languages, change the language setting for your WakiliApp session. If our Terms are not available in the language you select, we will default to the English version.