

DAYLIPA FINANCE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE DAYLIPA FINANCE PLATFORM OR ANY RELATED SERVICES. BY ACCESSING, REGISTERING FOR, OR USING THE PLATFORM, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Introduction

Daylipa Finance is a financing and device-management platform that provides pay-as-you-go financing and related services. The Platform enables customers to apply for financing, complete KYC, receive approval or rejection decisions, enter into financing arrangements, make payments through supported channels, and, where applicable, interact with device-linked features such as commissioning, utility replenishment, or temporary lock functionality.

2. Definitions

In these Terms, "Platform" means the Daylipa Finance website, web application, mobile-accessible services, administrative tools, APIs, and related systems. "Customer" means any person or legal entity using the Platform to apply for, receive, manage, or repay financing. "Services" means all products, features, support channels, notifications, device-linked controls, wallet functions, and related services made available through the Platform. "Agreement" means these Terms together with any financing contract, consent document, privacy policy, schedule, addendum, or other document incorporated by reference.

3. Eligibility and Authority

By using the Platform, you represent that you are at least eighteen (18) years old and that you have full legal capacity to enter into a binding agreement. If you are using the Platform on behalf of a company or other legal entity, you represent that you are duly authorized to bind that entity. Daylipa Finance may refuse, suspend, or terminate access where it reasonably believes that any information provided is false, incomplete, misleading, or unauthorized.

4. Account Registration and Security

Where account registration is required, you must provide accurate, current, and complete information and keep your login credentials confidential. You are responsible

for all activity carried out through your account, including actions taken through authorized or unauthorized access where you have failed to protect your credentials. You must promptly notify Daylipa Finance if you suspect unauthorized access, fraud, or any security incident affecting your account. Daylipa Finance may require you to change your password or take other security measures if it reasonably believes your account has been compromised.

5. KYC, Verification, and Document Submission

Daylipa Finance may require you to complete identity verification, submit supporting documents, provide references, and supply any other information needed to assess your application or comply with legal, regulatory, contractual, or internal risk requirements. You warrant that all information and documents submitted are true, accurate, complete, and not misleading. Daylipa Finance may reject, suspend, or withdraw an application if it determines that KYC requirements are not satisfied or if there is suspected fraud, misrepresentation, identity mismatch, document tampering, or non-compliance. You acknowledge that Daylipa Finance may retain copies of identification documents, application forms, consent records, communications, and related verification data for compliance, audit, dispute resolution, operational, and security purposes.

6. Credit Assessment and Contracting

All financing applications are subject to internal credit review and approval. Approval of a customer does not create an obligation to approve future applications, and Daylipa Finance may impose conditions, limits, or additional requirements before contracting. A financing contract becomes binding only when the relevant terms are accepted and the applicable approval and contracting steps have been completed. Daylipa Finance may decline, withdraw, or modify an offer at its discretion before contract execution, subject to applicable law.

7. Financing Model and Product Use

Daylipa Finance provides pay-as-you-go financing for device-linked products and related equipment, including where applicable solar, irrigation, or other financed assets approved by Daylipa Finance from time to time. The exact financed product, repayment schedule, instalment structure, down payment, tenure, fixed charges, service fees, and any additional conditions will be set out in the relevant customer schedule, offer letter, financing contract, or other applicable document. You agree that the financed product may remain subject to contractual restrictions until all amounts due are paid in full or

until title, risk, and ownership transfer occurs in accordance with the relevant contract.

8. Payments, Wallets, and Allocation

Payments may be made through supported channels such as mobile money, bank transfer, cash where expressly permitted, or other approved methods. Wallet balances, ledger entries, payment references, and billing outcomes may be recorded and retained for reconciliation, customer support, audit, and accounting purposes. Payments received may be allocated in the order determined by Daylipa Finance or as stated in the applicable contract, including to outstanding fees, penalties, arrears, fixed charges, interest, principal, taxes, or other amounts owed. You are responsible for ensuring that payment references and account identifiers are correct. Daylipa Finance is not responsible for failed, reversed, duplicated, misdirected, or delayed payments caused by third-party payment channels, incorrect customer details, network failures, reversals, or other matters outside its reasonable control.

9. Billing and Repayment

Repayment obligations arise on the dates and in the amounts stated in your financing contract, repayment schedule, statement, or system-generated notice. Where the Platform uses monthly fixed charges or other recurring billing logic, you agree that such charges may be processed on the configured billing date and may include arrears or other unpaid sums. Failure to pay amounts due on time may result in reminders, collections activity, restriction of Services, temporary lock or limitation of device functionality, suspension of account access, or other actions permitted by the contract and applicable law.

10. Device-Linked Services

Where a financed product is linked to a device, site, or utility function, Daylipa Finance may use system rules to commission, replenish, limit, or temporarily lock functionality based on repayment status, billing schedule, contract conditions, or risk controls. You acknowledge that device performance, remote commands, and telemetry may depend on third-party networks, connected hardware, power availability, field installation quality, and other factors beyond Daylipa Finance's control. Daylipa Finance is not responsible for service interruptions, connectivity failures, or malfunctions caused by third-party devices or external systems. You agree not to tamper with, reverse engineer, bypass, interfere with, or disable any hardware, firmware, software, tokens, controls, or communications used in connection with device-linked services. Any attempt to

unlawfully circumvent repayment controls, device restrictions, or security mechanisms may constitute a material breach of these Terms and of any related contract.

11. Customer Obligations

You must use the Platform lawfully and must not provide false information, impersonate another person, interfere with system operations, attempt unauthorized access, reverse engineer the Platform, or use it for fraud or unlawful purposes. You are responsible for keeping your contact details current, maintaining access to your phone number and email address, and responding promptly to notices sent by Daylipa Finance. Where the Platform requires consent from a reference, spouse, employer, guarantor, or other third party, you must ensure that such consent is lawfully obtained or otherwise validly provided. You must promptly notify Daylipa Finance of changes to your identity documents, contact details, physical address, business location, employment status, financial circumstances, or any other information that may affect your financing relationship or credit profile.

12. Communications

You agree that Daylipa Finance may communicate with you electronically through email, SMS, in-app notifications, phone calls, WhatsApp, web notices, or other supported channels. Such communications may include account notices, KYC updates, billing reminders, payment confirmations, service notifications, collections notices, and other operational messages. You consent to receiving communications necessary for the operation of your account and financing relationship, subject to applicable law.

13. Third-Party Services

The Platform may integrate with third-party providers, including payment processors, SMS and email service providers, cloud hosting providers, accounting systems, identity verification tools, and device or telemetry integrations. Daylipa Finance does not control third-party services and is not responsible for their acts, omissions, service levels, terms, privacy practices, outages, or technical failures. Your use of third-party services may also be subject to the terms and conditions of those third parties.

14. Intellectual Property

All trademarks, logos, software, designs, text, graphics, interfaces, and other content made available through the Platform are owned by Daylipa Finance, its licensors, or other rights holders and are protected by applicable law. You may use the Platform only

for personal or internal business purposes related to your financing relationship and may not copy, modify, distribute, scrape, or commercially exploit the Platform or its content without prior written consent. Nothing in these Terms grants you any ownership rights in the Platform or its intellectual property.

15. User Content and Submissions

If you submit reviews, comments, suggestions, documents, data, or other materials through the Platform, you warrant that you have the right to do so and that the content does not infringe any law or third-party rights. To the extent permitted by law, you grant Daylipa Finance a non-exclusive, worldwide, royalty-free licence to use, host, reproduce, adapt, transmit, and display such submissions for the purposes of operating, improving, securing, and administering the Platform and Services. You remain responsible for the content you submit.

16. Suspension and Termination

Daylipa Finance may suspend or terminate access to the Platform, refuse transactions, or cancel pending actions where it reasonably believes there is fraud, misuse, security risk, legal risk, non-payment, breach of these Terms, or any other valid operational reason. Suspension or termination does not release you from obligations already incurred under any financing contract, repayment schedule, or other binding arrangement. Daylipa Finance may also take reasonable steps to recover outstanding amounts owed under any applicable agreement.

17. Charges, Fees, and Taxes

You agree to pay all amounts set out in your financing contract, schedule, statement, invoice, or other applicable document, including any fees, charges, penalties, taxes, or government levies lawfully applicable to your account or transaction. Daylipa Finance may update or introduce charges where permitted by the applicable contract or law, and where required it will provide notice in the manner stipulated by the contract or the law. You are responsible for ensuring that all payments are made in full and on time.

18. Disclaimers

To the maximum extent permitted by law, the Platform is provided on an “as is” and “as available” basis. Daylipa Finance does not guarantee uninterrupted availability, error-free operation, or that all information will always be complete or current. Daylipa Finance does not warrant that the Platform will meet all of your requirements or that all defects

will be corrected immediately. Nothing in these Terms excludes liability that cannot be excluded under applicable law.

19. Limitation of Liability

To the maximum extent permitted by law, Daylipa Finance will not be liable for indirect, incidental, special, punitive, or consequential losses arising from use of the Platform, including loss of profit, revenue, data, business opportunity, or goodwill. Daylipa Finance will also not be liable for delays or failures caused by third-party networks, mobile money providers, banks, internet outages, force majeure events, external device malfunctions, or errors in information supplied by you or third parties, except to the extent such liability cannot lawfully be excluded.

20. Indemnity

You agree to indemnify and hold harmless Daylipa Finance, its affiliates, directors, officers, employees, agents, contractors, and service providers from and against claims, losses, liabilities, damages, costs, and expenses arising from your breach of these Terms, your misuse of the Platform, your violation of law, your infringement of third-party rights, or any false or misleading information provided by you.

21. Force Majeure

Daylipa Finance will not be liable for any failure or delay in performing its obligations where the failure or delay results from events beyond its reasonable control, including acts of government, war, riot, civil commotion, strikes, industrial disputes, fire, flood, explosion, power failure, telecommunications failure, cyber incidents, natural disasters, or other force majeure events.

22. Confidentiality and Privacy

Your personal data will be processed in accordance with the Daylipa Finance Privacy Policy and any applicable data protection laws. You agree that Daylipa Finance may collect, use, store, disclose, and otherwise process your information for the purposes of account administration, KYC, financing assessment, repayment management, fraud prevention, legal compliance, service delivery, and system improvement, subject to the Privacy Policy and applicable law.

23. Amendments

Daylipa Finance may update these Terms from time to time. The updated version will take effect when published on the Platform or otherwise communicated to you, unless a later effective date is stated. Continued use of the Platform after changes become effective constitutes acceptance of the revised Terms, subject to any mandatory re-consent requirement applicable to specific flows.

24. Severability and No Waiver

If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision shall be severed to the minimum extent necessary and the remaining provisions shall remain in full force and effect. Failure by Daylipa Finance to enforce any right or provision under these Terms shall not constitute a waiver of that right or provision.

25. Assignment

You may not assign, transfer, or novate your rights or obligations under these Terms without the prior written consent of Daylipa Finance. Daylipa Finance may assign, transfer, subcontract, or novate its rights and obligations under these Terms to an affiliate, successor, financing partner, or other permitted transferee, subject to applicable law and any required notices.

26. Governing Law and Jurisdiction

These Terms shall be governed by and interpreted in accordance with the laws of Kenya, and the courts of Kenya shall have jurisdiction, unless mandatory law provides otherwise.

27. Contact Information

If you have questions about these Terms or the Platform, please contact Daylipa Finance through the official support channels published on the Platform or in your financing documents.