



TERMS & CONDITIONS OF USE, MYCROPESA 66-99 LOYALTY PLATFORM

MYcroPESA, alternately MicroPEiSA, MYcroPEiSA or MicroPESA is a loyalty rewarding platform and service provided by DataMax Business Systems through paid subscription and is available on the domain <https://www.micropeisa.com>

The MYcroPESA payment module involves a process which enables a user logged into the system for shopping to earn loyalty rewards, in token cash, or alternately, leverage this loyalty as a merchant to offload any UNSOLD products into the market under these Terms and Conditions.

When Service Users leverage this loyalty as merchants, they contractually 'release' their products into the MYcroPESA ecosystem in exchange for MYcro #. These encrypted coin keys enables one to forward-consume a contacted value off the platform. The exchange rates applicable on the platform are at the sole discretion of the service provided.

Shoppers submit payment into the MYcroPESA system for tokenization process. The PEiSA Coins created out of the process are ALL designated for rewarding the Shopper at as incentive to choose the previously UNSOLD product.

There are no liabilities accrued on the platform whatsoever. Users are advised not to hold unnecessary system tokens in their wallet but rather to CASHOUT as soon as feasible.

MYcroPESA services are provided on a willing seller willing buyer contract.

Any user disagreeing with the Terms & Conditions herein **MUST NOT USE THE SERVICE AND SHOULD STOP ACCESSING IT IMMEDIATELY.**



1. Introduction

DataMax Business Systems (DataMax) and its Affiliates (collectively, “we,” “our,” “us”, or “MYcroPESA”) provide the following Terms of Use that, as they may be modified from time to time by MYcroPESA in its sole discretion (the “Terms”) apply to our users (“you” or “User(s)”) and govern each User’s access to, and use of, MYcroPESA’ products and services as well as our mobile and web-based application(s), our website(s), any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by MYcroPESA, directly or indirectly, through our mobile application, our website, or any other online services we provide (each a “Service,” and collectively the “Services”).

PLEASE CAREFULLY REVIEW THESE TERMS BEFORE USING, OR CONTINUING TO USE, ANY OF MYCROPESA’ SERVICES. THE TERMS INCLUDE IMPORTANT INFORMATION ABOUT YOUR RELATIONSHIP WITH MYCROPESA, INCLUDING MANDATORY ARBITRATION OF DISPUTES BETWEEN YOU AND MYCROPESA INSTEAD OF CLASS ACTIONS OR JURY TRIALS THE SERVICES ARE PROVIDED SOLELY FOR USE BY YOU, AND YOUR USE OF THE SERVICES IS EXPRESSLY CONDITIONED ON YOUR CONSENT TO, AND COMPLIANCE WITH, THE TERMS.

BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THESE TERMS YOU SHOULD IMMEDIATELY STOP USING THE SERVICES. IN ADDITION, OUR PRIVACY POLICY IS INCORPORATED INTO THE TERMS IN ITS ENTIRETY. WE ENCOURAGE YOU TO READ THE TERMS CAREFULLY AND USE THEM TO MAKE INFORMED DECISIONS.



Please take notice that DataMax Business Systems trading may modify the Terms at any time and in its sole discretion by posting the revised Terms on the MYcroPESA website(s). You shall be bound by such modifications effective immediately upon posting. It is your responsibility to review these Terms prior to each use of the Services.

DataMax reserves the right to implement, change, modify, or increase any fee, rates or other related cost in connection with your MYcroPESA Account or the use of any of the Services at any time. In the event a fee applies to you, we will notify you of the pricing of the fee prior to your providing authorization to complete the subject transaction or transfer. By accepting the Terms you hereby agree to pay all fees associated with or incurred by your use of the MYcroPESA wallet account or any of the Services.

2. The MYcroPESA Wallet Service

"Wallet" or "MYcroPESA Wallet Account" means a User's designated user account on the MYcroPEiSA website or mobile application, allowing a User to access and use the Services, view the User's balance of Eligible Digital Assets held in custody on the User's behalf or loaned by the User to DataMax Business Systems, and any rewards gained on loaned Eligible Digital Assets, and manage the User's personal information and profile.

A USERS MYCOPESA WALLET ACCOUNT IS NOT A BANK ACCOUNT, DEPOSIT ACCOUNT, SAVINGS ACCOUNTS, CHECKING ACCOUNT, OR ANY OTHER TYPE OF ASSET ACCOUNT AND SHOULD NOT BE CHARACTERIZED AS A BANKING PRODUCT OR SERVICE. THE USE OF TERMS SUCH AS "ACCOUNT," "ACCOUNT BALANCE," "WITHDRAW" AND SIMILAR LANGUAGE IN CONNECTION WITH THE EARN SERVICE AND THE BORROW SERVICE (SEE FURTHER SECTIONS 4(D) AND 4(E) BELOW, RESPECTIVELY) DOES NOT IMPLY OR ESTABLISH, AND SHALL NOT BE TAKEN TO SUGGEST, ANY FORM OF CUSTODY RELATIONSHIP, AND SUCH LANGUAGE IS USED



HEREIN AS TERMS OF CONVENIENCE ONLY IN REFERRING TO USERS' BORROWING OR LENDING OF DIGITAL ASSETS TO OR FROM MYCROPESA AS PART OF THE EARN SERVICE AND BORROW SERVICE, AND MYCROPESA' OBLIGATION TO TRANSFER DIGITAL ASSETS TO USERS UPON THE TERMINATION OF SUCH LOANS OR REPAYMENT OF SUCH BORROWING IN CONNECTION WITH THESE SERVICES.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with a party, where control is defined as the direct or indirect power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities, by contract, or otherwise.

"AML" stands for Anti-Money Laundering, which means a set of procedures, laws, and regulations that are intended to stop the practice of generating income through illegal actions.

"Blockchain" means a system in which records of transactions made in Digital Assets are maintained across several computers that are linked in a peer-to-peer network.

"PESA Coin" means MYcroPESA's native token.

"MYcro" means a digital harsh key created by encryption for purposes of converting PEiSA Coin into fiat currency in the formula $99 \text{ cents} + 1 \text{ MYcro\#} = 100 \text{ cents (1 Shilling)}$

"MYcroPESA Wallet" means a Virtual Wallet where all Eligible Digital Assets held therein are custodial assets maintained either by us or by a third party institution or other entity selected by DataMax Business System (a "Third Party Custodian").



“Digital Asset” means a digital representation of value in which encryption techniques are used to regulate the generation of digital units and verify the transfer of assets, operating independently from a bank.

“Eligible Digital Assets” means the types of Digital Assets we may choose to designate for inclusion under one or more of the Services from time to time, which are subject to change and/or limitation in our sole discretion, based on business, regulatory and/or other considerations.

“Fiat,” when used in reference to money or currency, means the coin and paper money of a country that is designated as legal tender, circulates, and is customarily used and accepted as a medium of exchange in the country of issuance.

“KYC” stands for Know Your Customer (or Client), which means the process of a business verifying the identity of its customers or clients and assessing potential risks of illegal intentions for the business relationship. Users of the service MUST submit valid KYC details to the services provider and failure to do so the user bears full responsibility of any liabilities in reference.

“Pegging” is the practice of fixing the exchange rate of one currency to the value of another currency or asset.

“Stablecoin” means a Digital Asset that is Pegged to a Fiat currency. PEiSA Coin is technically 99 cents and traded at the contract rate of 1 Kenya Shilling.

“MYcroPESA Wallet” “MYcroPESA Wallet Account” “Virtual Wallet” or “Virtual Wallet Address” means a virtual address in which Digital Assets can be held and transferred.



3. Eligibility and Proof of Identity

In order to use the Services you must first register to the PEiSA Loyalty Club (Smart Contract)

In order to be eligible to access and use the Services, you must (i) be eighteen (18) years of age or older, (ii) have the legal ability to enter into and be bound by these Terms, (iii) comply with these Terms, and (iv) register for and maintain an active and valid MYcroPESA / PEiSA Club Account. DataMax is not obligated to accept any application from any applicant and has sole and absolute discretion to accept or reject applications to create MYcroPESA Wallets.

Be advised that MYcroPESA is not obligated to provide part or all of the Services to any individual.

Due to changing regulatory requirements and interpretations in the Digital Assets markets, MYcroPESA may use its sole and absolute discretion to, among other things, reject specific applications to open MYcroPESA Accounts, prohibit use of part or all of the Services and/or close, freeze or suspend MYcroPESA Accounts, where MYcroPESA, in its sole and absolute discretion, has determined that regulatory or policy reasons prevent MYcroPESA from being able to offer its Services.

Under applicable Law MYcroPESA is obligated to maintain certain information about you, including User records and transaction history as may be required under applicable laws. Under certain circumstances, MYcroPESA is required to report to the competent



authorities of any unusual transactions, or of any suspicion it may have that any User might be involved in any financial crime or illicit activity.

MYcroPESA is required to comply with law and requirements before and after you register for a MYcroPESA Account. When you register for a MYcroPESA Account, we will ask for personal documentation and information, including but not limited to Names and mobile number, copies of your government-issued identification document (e.g. ID) You represent and warrant at all times that any and all information provided by you to us is true, accurate, and not misleading in any respect. If any such information changes, it is your obligation to provide the new information to us as soon as practicable following such change.

4. Services

A. MYcroPESA Account - Your assigned MYcroPESA wallet account is a property of the PEiSA Club. It allows you to view your balances in connection with the Services provided to you by DataMax business Systems / MYcroPESA and affiliates to access the Services and conduct certain transactions online. You are solely responsible for the activities under your MYcroPESA Account and for securing your MYcroPESA Account IDs, passwords, hints, or any other codes that you use to access your MYcroPESA Account and the Services. MYcroPESA is not responsible for any loss or compromise of your access information and/or your personal information, or for any loss that you may sustain due to compromise of your access information and/or personal information.

MYCROPESA MAY RESTRICT SERVICES IN CERTAIN JURISDICTIONS, AREAS OF BUSINESS OR CATERGORY OF PEOPLE DUE TO APPLICABLE LAWS, REGULATIONS, AND



BUSINESS CONSIDERATIONS, AT ITS SOLE DISCRETION. ANY SERVICES AVAILABLE TO YOU WILL BE THOSE ACCESSIBLE VIA YOUR MYCROPESA ACCOUNT. THE SERVICES AVAILABLE TO YOU MAY DEPEND ON YOUR STATUS AS AN ACCREDITED INVESTOR. MYCROPESA MAY REQUEST FROM YOU PROOF OF ACCREDITED INVESTOR STATUS PERIODICALLY OR AT ANY TIME, IN MYCROPESA' SOLE DISCRETION. THE FAILURE OF A USER TO TIMELY RESPOND TO SUCH A REQUEST MAY RESULT IN THE TEMPORARY OR PERMANENT LOSS OF THAT USER'S ABILITY TO USE A SERVICE. MYCROPESA IS NOT LIABLE TO ANY LOSS OR DAMAGE RESULTING FROM SUCH TEMPORARY OR PERMANENT LOSS OF USE TO ANY SERVICE.

We will not be liable for following any instruction we receive through your MYcroPESA Account, even if it was not authorized by you, or if it was entered by mistake or is otherwise inaccurate. To verify the authenticity of any instruction we receive through your MYcroPESA Account, at our sole discretion we may require your signature or identification in any form we deem necessary, and we may accept digital images and electronic signatures for documents that need to be signed. You agree to reimburse us (and we may charge you or deduct from the balance of your MYcroPESA Account) for all claims, costs, losses, and damages, including reasonable attorneys' fees, that result from our following instructions we receive through your MYcroPESA Account to take any action related to your MYcroPESA Account.

Your MYcroPESA Account is not a bank account, deposit account, savings accounts, checking account, or any other type of asset account and should not be characterized as a banking product or service. All Eligible Digital Asset balances on your MYcroPESA Account represent Digital Assets that are either (1) held in your Custody Wallet by MYcroPESA or a Third Party Custodian, (2) loaned by you to MYcroPESA, or (3) posted to MYcroPESA as collateral and, therefore, owned, held and/or controlled by MYcroPESA (under the applicable Service, as further detailed herein), and subject to MYcroPESA'



obligation to deliver such Digital Assets back to you upon the termination of the applicable Service.

MYcroPESA may freeze, suspend or terminate your MYcroPESA Account at any time in its sole discretion, in addition to taking any action and seeking any remedy it may be entitled to in law or in equity, including if MYcroPESA suspects your involvement in any fraudulent activity of any kind or other misuse of the Services, provision by you of inaccurate or misleading information, or your involvement in any money laundering or other financial crime related to you or your MYcroPESA Account.

B. Custody - Our custody ("Custody") Service allows you to hold briefly Eligible Digital Assets in your assigned wallet accessible through your MYcroPESA Account. PLEASE NOTE THAT WHEN YOU USE OUR CUSTODY SERVICE TO STORE ELIGIBLE DIGITAL ASSETS YOU MAY BE REQUIRED TO PAY A SERVICE FEE ON ELIGIBLE DIGITAL ASSETS SO HANDLED OR STORED.

When you use the Custody Service, you understand and agree that MYcroPESA may act as the custodian or we may use a Third Party Custodian to provide the Custody Service. MYcroPESA will inform, update, and/or obtain your consent in advance, as applicable, in the event that a Third Party Custodian is used to provide the Custody Service to you. MYcroPEiSA will use reasonable skill in the selection, appointment, and periodic review of Third Party Custodians.

Title to any of your Eligible Digital Assets in a Custody Wallet shall at all times remain with you and not transfer to MYcroPESA. MYcroPESA will not transfer, sell, loan or otherwise rehypothecate Eligible Digital Assets held in a Custody Wallet unless



specifically instructed by you, except as required by valid court order, competent regulatory agency, government agency or applicable law. As title owner of assets, you bear all risk of loss. MYcroPESA shall have no liability for any Digital Asset price fluctuations or any or all loss of Digital Assets. Notwithstanding the foregoing, MYcroPESA may suspend your access to Services, including the Custody Service and your access to a Custody Wallet, in the event of market disruptions or periods of volatility. MYcroPESA or a Third Party Custodian controls the private keys to the Blockchain addresses of all Custody Wallets. MYcroPESA will use reasonable care and commercially reasonable efforts in connection with the Custody Service to store and secure Eligible Digital Assets in a Custody Wallet. You understand that your use of the Custody Service, whether provided by MYcroPESA or a Third Party Custodian, does not create a fiduciary relationship between you and MYcroPESA or any Third Party Custodian. Neither MYcroPESA nor any Third Party Custodian has any fiduciary duty to you. MYcroPESA has no duty to inquire into, supervise, or determine the suitability of any transaction you initiate involving Eligible Digital Assets in a Custody Wallet. Eligible Digital Assets in a Custody Wallet may be comingled with the Eligible Digital Assets of other Users, and MYcroPESA is under no obligation to return the actual Eligible Digital Assets initially transferred by you to a Custody Wallet, but will return Eligible Digital Assets of the identical type reflected in your MYcroPESA Account at the time you request such a return. MYcroPESA may provide information regarding the Eligible Digital Assets in a Custody Wallet to comply with any applicable law, regulation, rule, or request by law enforcement or government agencies.

Eligible Digital Assets held in a Custody Wallet are subject to the other provisions of these Terms, unless where expressly stated otherwise. MYcroPESA retains the right to set-off any Eligible Digital Assets in a Custody Wallet against any obligations you may have to us. You understand and acknowledge that the legal treatment of Digital Assets remains unsettled and may vary depending on the jurisdiction in which you reside. In



the event that you, MYcroPESA or any Third Party Custodian becomes subject to an insolvency proceeding, it is unclear how your Digital Assets would be treated and what rights you would have to such Digital Assets. MYcroPESA does not make any representation as to the likely treatment of Digital Assets in your MYcroPESA Account, including those in a Custody Wallet, in the event that you, MYcroPESA or any Third Party Custodian becomes subject to an insolvency proceeding whether in the U.S. or in any other jurisdiction. You explicitly understand and acknowledge that the treatment of Digital Assets in the event of such an insolvency proceeding is unsettled, not guaranteed, and may result in a number of outcomes that are impossible to predict reliably, including but not limited to you being treated as an unsecured creditor and/or the total loss of any and all Digital Assets reflected in your MYcroPESA Account, including those in a Custody Wallet.

Upon your instruction to MYcroPESA to use one of the other Services detailed in this Section (such as, but not limited to, Swap Borrow), or otherwise offered by MYcroPESA, where such Services are available to you through your Account, the Eligible Digital Assets being used in such other Service may involve transferring your assets out of a Custody Wallet. Eligible Digital Assets that are transferred out of, or not held in, a Custody Wallet are not subject to the custody functions set forth in this Section.

Cash out is only possible with use of one coin key per PEiSA Coin.

C. Swap - i. Introduction to Swap Service

Our Swap Service, if available to you, allows you to exchange one type of Eligible Digital Asset for another type of Eligible Digital Asset in your MYcroPESA Account, provided that the exchange is of a Digital Asset pair supported by MYcroPESA ("Supported Pair").



MYcroPESA may choose to add, remove, change, or impose any additional limits on Supported Pairs from time to time, in its sole discretion and without providing prior notice.

By using MYcroPESA' Swap Service, you will allow MYcroPESA to exchange the type and amount of the Digital Asset in your MYcroPESA Account that you choose to swap (the "Swapped Assets") into the type of Digital Asset you choose to receive (the "New Assets"). The amount of New Assets to be received in exchange for the Swapped Assets is determined by the amount of Swapped Assets multiplied by the applicable conversion rate of the relevant Digital Asset pair (the "Exchange Rate").

ii. Exchange Rates

MYcroPESA maintain a fixed peg of PEiSA Coin at one Kenya Shilling and you understand and acknowledge that MYcroPESA is not under any obligation to decide the best rate for a Supported Pair. You further acknowledge that it is your responsibility to check if a better rate is available on another platform. In line with MYcroPESA' commitment to transparency, the Exchange Rates quoted may include an offset from the prevailing market rate (also known as "spread") to mitigate both MYcroPESA' exposure to price volatility between the time the Exchange Rate is confirmed and the time the transaction is executed. The spread may be set by MYcroPESA and/or third party vendors working with MYcroPESA to complete the Swap transaction.

Exchange Rates available on our platform are moment-in-time specific, and due to the volatility in crypto markets, change constantly and rapidly. An Exchange Rate is only final when you approve the transaction and it has been accepted and confirmed.



iii. Swap Transactions are Final

All Swap transactions are final and irreversible once approved by you.

You should therefore carefully review the terms of each transaction before you approve it. MYcroPESA will not be liable for any errors in your order. If you believe a transaction was not executed in accordance with your instructions, please contact datamaxkenya@gmail.com

We may reject or cancel a Swap transaction where we deem it reasonably necessary, e.g., where there was an error in the Exchange Rate or in the execution of the transaction, or where the quoted Exchange Rate is no longer available.

iv. Execution

Each Swap transaction is entered into between you and MYcroPESA (as buyer or seller, as applicable), and MYcroPESA does not act as your broker, agent, or intermediary.

By entering into any Swap transaction, you hereby appoint MYcroPESA or a Third Party Custodian to act as the custodian of the Swapped Assets for the purpose of exchanging those assets, and for the duration necessary to complete the exchange.

During periods of high volume, illiquidity, or volatility in the marketplace for any Digital Asset, the actual market rate at which trade is executed may be different from the prevailing rate indicated at the time of your order or trade. You acknowledge and agree that MYcroPESA is not liable for any such price fluctuations. In the event of periods of



high volume, illiquidity, or volatility in the marketplace for any Digital Asset or other market disruption of any kind or Force Majeure event (see further Section 34 below, “Force Majeure”), MYcroPESA may suspend access to the Swap Service and/or prevent you from completing any actions via the Swap Service. Following any such event, you understand that prevailing market rates when trading resumes may differ significantly from the rates available prior to such event.

v. Representations and Warranties

By using the Swap Service, you represent and warrant to MYcroPESA that:

1. The information provided by you to MYcroPESA, including, but not limited to, regarding your place of residency, is accurate and up-to-date;
2. You are using MYcroPESA’ Swap Service solely for your own personal purposes, and not on behalf of any other person or for business purposes;
3. You are aware of, and can withstand, the risks involved in holding, using and trading digital assets, and you have read and understood our Risk Disclosure;
4. You will NOT use borrowed funds for the purpose of using our Swap Service, and particularly you shall NOT use funds borrowed from MYcroPESA for such purpose;
5. you will be solely responsible for all tax reporting and payment obligations which may apply to you as a result of using the Swap Service;



6. your use of the Swap Service shall be at all times in full compliance with all laws and regulations applicable to you, and you shall not use it for any illegal purposes, including, but not limited to, activities involving financial crime, money laundering or terrorism financing, or the proceeds thereof.

Any breach of these representations and warranties by you shall constitute a breach of these Terms, and may result in, among other legal action, the termination of your MYcroPESA Account.

D. Earn Rewards

You may terminate your subscription to MYcroPESA at any time with no claims and no liabilities whatsoever. It is your responsibility to advise the MYcroPESA system admin of such termination for account deletion. It is your responsibility to Cash out system resources before terminating your contract and exiting use of the service. Any digital resources available in your wallet at the time of termination of service contract or exit of service automatically revert to the system.

The Service is not an investment program nor a speculative tool. Rather, you are earning Rewards as a financing fee on the loan of Eligible Digital Assets you have transferred to MYcroPESA in connection with the Earn Service, and in accordance with the rates published by MYcroPESA from time to time, pursuant to these Terms.

E. No Borrowing or Lending.

You may NOT borrow any system assets (PEiSA Coin or MYcro #) from any individual or entity MYcroPESA DataMax Business Systems or its Affiliates subject to the terms hereof, including without limitation Sections 9, 10 and 13.



In no circumstances shall it be permissible for you to use the proceeds of such Loans to purchase additional Digital Assets through any third party fiat “on-ramp” service providers that may be integrated in or connected with the MYcroPESA platform from time to time, and you represent and warrant that you will not do so. MYcroPESA further does not recommend or encourage any use of borrowed funds for purchasing Digital Assets or making any financial investment. You represent that any use by you of the proceeds of Loans shall be in full compliance with all applicable laws and regulations, these Terms, and the applicable Loan Agreement, and you shall be solely responsible and liable for any breach of any of the foregoing.

Any Eligible Digital Assets you provide as collateral under a Loan Agreement shall not be eligible for another Service provided by MYcroPESA at the same time, including the Earn Service, as set out above, and by entering into any Loan Agreement you explicitly authorize MYcroPESA to deduct the amount of Eligible Digital Assets corresponding to the collateral amount from the applicable Service in your MYcroPESA Account.

MYcroPESA may in its sole discretion offer other forms of commercial arrangement under the Borrow Service, such as a sale and repurchase arrangement, based on its regulatory, business, or other considerations.

5. MYcroPESA Account Types

A. Individual MYcroPESA Account

This MYcroPESA Account is owned by only one natural person who is and will continue to be the only person authorized to take any action in the MYcroPESA Account. By opening an Individual MYcroPESA Account, you represent and warrant that you are and



shall at all times continue to be the sole beneficial owner of the MYcroPESA Account and user of all Services facilitated or generated therefrom.

B. Corporate MYcroPESA Account

This MYcroPESA Account is owned by a corporation, unincorporated association, a company, a partnership, fiduciary, sole proprietorship, or other legally recognized group (interchangeably defined as an "Entity") holding a MYcroPESA Account in any capacity other than an individual capacity. An Entity can apply to open a MYcroPESA Account through any natural person(s) who is duly authorized by the Entity to do so (an "Authorized Representative").

Such Authorized Representative represents and agrees, on behalf of the Entity, as well as on his or her own behalf, that he or she:

1. is fully authorized to execute all documents or otherwise complete our requirements in his or her stated capacity;
2. has provided us all documents or other information necessary to demonstrate that authority; and
3. will provide other documents and complete other requirements as we may request from time to time.

We may refuse to recognize any such authorization if, in our reasonable judgment, it appears to be incomplete or improperly executed.

By opening a MYcroPESA wallet account, the Authorized Representative represents and warrants on behalf of the Entity that the Entity is and shall at all times continue to be the sole beneficial owner of the MYcroPESA Account and user of all Services facilitated or generated therefrom and that the ultimate beneficial owners of all assets and assets



belonging to the Entity are as represented during the establishment of the Corporate MYcroPESA Account. The Entity registered as holder of a Corporate MYcroPESA Account, the ultimate beneficial owner(s) of such Entity and any Authorized Representative(s) shall each be responsible for updating MYcroPESA immediately of any change in the details of the Entity, ultimate beneficial owner(s) and/or Authorized Representative(s), including any appointment or termination of the same, change of control in the Entity or change in the registration details of the Entity, and such persons shall be jointly and severally liable to MYcroPESA for any breach of these Terms in connection with the Corporate MYcroPESA Account.

C. Maximum Number of Accounts

Each User is authorized to have a maximum of one Individual MYcroPESA Account at any given time. Requests for additional accounts must be sent via email to app@MYcroPESA.com. MYcroPESA may deny a request for an additional account in its sole discretion and for any reason. MYcroPESA may merge, freeze, suspend, or terminate any Account(s) in its sole discretion and for any reason, including to the extent MYcroPESA reasonably believes any such Account(s) to be in breach of this policy.

6. Authorized Users

For both Individual and Corporate MYcroPESA Accounts, we may follow any instructions regarding your MYcroPESA Accounts provided that we reasonably believe such instructions are authorized by the MYcroPESA Account holder, and we will not be held liable for following any instructions provided by a person designated or identified as an authorized User or Authorized Representative.



7. Account Balance

Your MYcroPESA wallet balance visible through the C panel shall indicate, the balance of Eligible Digital Assets attributed to your transactions, to the extent applicable and available. You can transfer additional Eligible Digital Assets to MYcroPESA by transferring the same to the Wallet Address provided for in your MYcroPESA wallet (or as otherwise notified by us to you). Any Eligible Digital Asset received will be treated by us as being transferred to your MYcroPESA Account beginning on the date and at the time stamped on the Blockchain confirmation.

If MYcroPESA chooses to designate “wrapped” Digital Assets (i.e., Digital Assets Pegged to the value of the corresponding Digital Asset on its “native” Blockchain) for inclusion under one or more of the Services, any such Eligible Digital Assets that you transfer to MYcroPESA may be repaid to you in, and reflected in your MYcroPESA Account balance as, the corresponding native Eligible Digital Asset. In the event MYcroPESA incurs any loss or damage as a result of the Digital Assets that you transfer to MYcroPESA being wrapped, such as, but not limited to, from the wrapped Digital Asset becoming De-Pegged from the value of the native Digital Asset, MYcroPESA may recover such losses or damages from the Eligible Digital Assets in your MYcroPESA Account pursuant to Section 9 of these Terms. Nothing herein shall oblige MYcroPESA to accept “wrapped” Digital Assets, and it is your sole responsibility to make sure such “wrapped” Digital Assets are Supported Digital Assets prior to transferring them to your MYcroPESA Account.

It is your sole responsibility to make sure that Digital Assets you wish to transfer to MYcroPESA are Eligible Digital Assets, and that your transfer of Eligible Digital Assets on the Blockchain is directed over the correct Blockchain and to the correct Virtual Wallet



Address as provided to you by MYcroPESA (which may differ from time to time and between different Digital Assets).

If you do not carefully follow these instructions, your Digital Assets may be irrevocably lost, and MYcroPESA may not be able to assist you in retrieving them. MYcroPESA will not be liable to you for any such loss and shall not be under any obligation to retrieve such Digital Assets.

8. Ownership of Digital Assets

You hereby represent and warrant to us that any Eligible Digital Asset transferred by you for the purpose of utilizing MYcroPESA' Services is owned by you or that you are fully permitted to carry out transactions using such Eligible Digital Assets without restriction or limitation, and that your use of the Services is solely for your own account and benefit, and not on behalf of any other person or entity. You further represent and warrant that all such Eligible Digital Assets are free from any claims, indebtedness, liens, or third party interests.

9. Setoff and Security Interest Rights

You grant us a security interest in any and all Eligible Digital Assets using the Earn Service for debts, amounts owed, or liabilities incurred to us or any of our Affiliates by you or any of your Authorized Representatives, if any ("Obligations"). Obligations may include both secured and unsecured debts, and Obligations you owe individually or together with someone else, including Obligations under other transactions or agreements between you and us or any of our Affiliates.



We also may take or set off from any Digital Asset in your MYcroPESA Account, including any of your Digital Assets using the Custody Service (i.e., in a Custody Wallet), or deduct from any obligations MYcroPESA may have to you, any direct, indirect, and acquired Obligations that you owe us or our Affiliates. These rights are in addition to other rights we may have to take, transfer, or charge from any assets or balance in your MYcroPESA Account for Obligations you owe us or our Affiliates pursuant to these Terms.

Your acceptance of these Terms serves as your consent to MYcroPESA' asserting its security interest or exercising its right of setoff should any laws governing your MYcroPESA Account require your consent. If the law restricts our ability to take, transfer, or setoff from any obligations to you, or if your MYcroPESA Account balance is protected from attachment, levy, or legal process, you waive those conditions and limits to the full extent that you may do so by contract, and you authorize us to take any actions to offset your Obligations in your MYcroPESA Account being used in the Earn Service.

We hereby agree that, to the extent permitted by applicable law, in the event that MYcroPESA breaches its obligation under these Terms, you may set off assets or amounts we owe you with respect to your MYcroPESA Account, against your Obligations. If the law restricts your ability to take, transfer, or setoff our obligations to you, or if they are protected from attachment, levy, or legal process, we waive those conditions and limits to the full extent that we may do so by contract, and we authorize you to apply our obligations to you to your Obligations.



10. Risk Disclosure

Before using any of MYcroPESA' Services, you should ensure that you fully understand and can afford to undertake the risks involved. You should carefully read and make sure you understand our [Risk Disclosure](#) page, which lists some, but not all of the risks involved in holding, trading and using crypto assets generally, and using MYcroPESA' services specifically. The risks listed below and in our [Risk Disclosure](#) page are intended to provide you with a general outline of the risks involved, but cannot capture all such risks.

These Terms and your use of any of our Services do not create a fiduciary relationship between us and you; your MYcroPESA Account is not a checking or savings account, and it is not covered by insurance against losses. MYcroPESA has no duty to inquire into, supervise, or determine the suitability of any transaction you initiate involving Eligible Digital Assets in your MYcroPESA Account. We may lend, sell, pledge, hypothecate, assign, invest, use, commingle or otherwise dispose of assets and Eligible Digital Assets that are not held in a Custody Wallet (if available to you) to counterparties or hold the Eligible Digital Assets with counterparties, and we will use our best commercial and operational efforts to prevent losses. By transferring Digital Assets to MYcroPESA, or lending Eligible Digital Assets to MYcroPESA while using the Earn Service, or otherwise using the Services, you will not be entitled to any profits or income MYcroPESA may generate from any subsequent use of any Digital Assets (or otherwise), nor will you be exposed to any losses which MYcroPESA may suffer as a result thereof. You agree and acknowledge that you are exposed to the possibility that MYcroPESA may become unable to repay its obligations to you in part or in full, in which case any Digital Assets in your MYcroPESA Account that are not using the Custody Service may be at risk of partial or total loss.



ELIGIBLE DIGITAL ASSETS ARE NOT LEGAL TENDER. MYCROPESA IS NOT A BANK OR DEPOSITORY INSTITUTION, AND YOUR MYCROPESA ACCOUNT IS NOT A DEPOSIT ACCOUNT. ELIGIBLE DIGITAL ASSETS REPRESENTED IN YOUR MYCROPESA ACCOUNT ARE NOT HELD BY MYCROPESA AS A FIDUCIARY, ARE NOT INSURED BY ANY PRIVATE OR GOVERNMENTAL INSURANCE PLAN (INCLUDING THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC)), AND ARE NOT COVERED BY ANY COMPENSATION SCHEME. YOUR MYCROPESA ACCOUNT DOES NOT CONSTITUTE AN INVESTMENT CONTRACT OR A SECURITY, IS NOT TRANSFERABLE AND MAY NOT BE TRADED, EXCHANGED OR SOLD TO ANY THIRD PARTY UNDER ANY CIRCUMSTANCES.

MYcroPESA does not provide any legal, tax or financial advice and you are strongly advised to obtain independent legal, tax or financial advice prior to making any financial decision, including buying, trading, holding, or using Digital Assets. There are significant risks associated with Digital Assets, and you are solely responsible to make sure you understand such risks and assess whether such risks are appropriate for you. MYcroPESA does not make any offers, recommendations, or invitations for you to deal in Digital Assets or use any Services, and does not take into account your personal circumstances, financial situation, needs or goals. Before making any financial decision, you should carefully assess your financial situation and capacity, and only use funds that you can afford to lose. Before entering into any transaction or using any of the Services you should ensure that you understand and have made an independent assessment of the suitability and appropriateness of a transaction into which you are entering and the nature and extent of your exposure to risk of loss in light of your own objectives, financial and operational resources, and other relevant circumstances. Past performance is no guarantee of future results.



Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets. Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

The value of Digital Assets may be derived from the continued willingness of market participants to exchange Digital Assets for Fiat currencies or other Digital Assets. If such willingness is abolished for any reason, this may result in the potential for a permanent and total loss of value of a particular Digital Asset.

The volatility and unpredictability of the price of Digital Assets may result in significant loss over a short period of time. The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack, including rollback attacks or Blockchain reorganizations. The nature of Digital Assets means that any technological difficulties experienced by MYcroPESA or third parties may limit, delay or prevent the access or use of Digital Assets and/or cause losses of Digital Assets. Although MYcroPESA takes precautionary measures to protect against cyber threats, circumstances may arise where losses or damages are incurred.

In light of these risks, which are only some of the risks involved in using the Services and holding or trading in Digital Assets, and do not constitute an exhaustive list of such risks, you should carefully consider whether holding or trading Digital Assets in general and/or using our Services is suitable for you in light of your financial condition.



11. Cash Out / Withdrawals

Subject to these Terms, for any of your Eligible Assets, MYcroPESA initiates the withdrawal process immediately following a withdrawal request when possible; however, we may require up to 24 hours after you submit your withdrawal request to process the withdrawal.

We will not be liable for any loss that results from inaccurate, incomplete, or misleading details that you may provide for such transfer. If the transfer address you specify is one to which we are unable to process transfers, we will have no liability for any resulting failure or delay in processing your requested withdrawal.

MYcroPESA and our third-party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transactions either temporarily or permanently. Provided that MYcroPESA has taken reasonable commercial and operational measures to prevent such events in technical systems controlled by MYcroPESA, MYcroPESA is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transactions. Withdrawal limits based on amounts and/or frequency may apply from time to time, based on legal, regulatory, AML and/or security considerations. Our policies and procedures may require additional security and/or compliance checks that require additional time to complete. Any individual request to exceed withdrawal limits set by MYcroPESA must be sent via email to app@MYcroPESA.network.

Every transmission request shall be deemed pending until accepted by us. We may refuse to accept such request, or delay the processing of an approved request for any



reasonable reason, including but not limited to inaccurate or misleading information provided by you, or any doubt or suspicion of fraud, misrepresentation, a sanctioned transaction, money laundering, terrorism financing or other financial crime related to your MYcroPESA wallet.

12. How Rewards Are Calculated and Earned

Every Shilling received by DataMax is deemed to be submitted for the purpose of MYcroPESA processing. It is first diced into 100 cents then repackaged into system currency. Out of every the Shilling is created one PEiSA Coin (99 cents) and a MYcro # which is a digitally encrypted 1 cent. The PEiSA Coins are forwarded to the shopper as their reward for loyalty to the system. MYcro are secured in the merchants wallet as they coin keys to cash out PEiSA Coin.

The services provider may charge a service fee payable in the system currency / tokens. We periodically update our rates and the rate changes are made in our sole discretion.

If MYcroPESA has determined, in its sole and absolute discretion, that for any regulatory or legal reason we are limited in the Rewards rate we may offer you on your Eligible Digital Assets loaned to MYcroPESA (or if we are completely restricted from paying any Rewards to you whatsoever), the Rewards to which you shall be entitled will be limited accordingly. Based on our reasonable interpretation of legal requirements, without prior notice, we may limit the Rewards to which you will be entitled.

If, at any time, for legal or other reasons, a MYcroPESA wallet is suspended or frozen by MYcroPESA, all Digital Assets connected to such MYcroPESA wallet Account shall not be eligible for transfer or redeeming.



13. Consent to MYcroPESA' Use of Digital Assets

In consideration for the Rewards payable to you on the Eligible Digital Assets using the Earn Service, for us entering into any Loan Agreement, and the use of our Services, you grant MYcroPESA, subject to applicable law and for the duration of the period during which you elect to utilize the Eligible Digital Assets in the Earn Service (if available to you) and thus loan such Eligible Digital Assets to us through your MYcroPESA Account, or as collateral under the Borrow Service (if available to you), all right and title to such Eligible Digital Assets, including ownership rights, and the right, without further notice to you, to hold such Digital Assets in MYcroPESA' own Virtual Wallet or elsewhere, and to pledge, re-pledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use any amount of such Digital Assets, separately or together with other property, with all attendant rights of ownership, and for any period of time, and without retaining in MYcroPESA' possession and/or control a like amount of Digital Assets or any other monies or assets, and to use or invest such Digital Assets in MYcroPESA' full discretion. You acknowledge that with respect to Digital Assets used by MYcroPESA pursuant to this paragraph:

1. You will not be able to exercise rights of ownership;
2. MYcroPESA may receive compensation in connection with lending or otherwise using Digital Assets in its business to which you have no claim or entitlement; and
3. In the event that MYcroPESA becomes bankrupt, enters liquidation or is otherwise unable to repay its obligations, any Eligible Digital Assets used in the Earn Service or as collateral under the Borrow Service may not be recoverable, and you may not have any legal remedies or rights in connection with



MYcroPESA' obligations to you other than your rights as a creditor of MYcroPESA under any applicable laws.

14. Hard Forks and Airdrops

MYcroPESA may undergo software updates from time to time, which will result in a permanent divergence in the Blockchain (a "Hard Fork"). The result is that such Blockchain will split into two separate and distinct Blockchains, and any Digital Asset on that original Blockchain may entitle its holders to a new type of Digital Asset (the "Forked Asset"). You agree and understand that the support of any Forked Asset in your MYcroPESA Account is solely at the discretion of MYcroPESA. If we do not make a public announcement confirming our support of a Forked Asset ahead of an anticipated Hard Fork, we will not support the Forked Asset and such Forked Asset will be an unsupported Digital Asset ("Unsupported Assets"), in which case all MYcroPESA Accounts will be denominated in the legacy Digital Asset and all Rewards will accrue and be payable in the legacy Digital Asset. You agree that MYcroPESA assumes no responsibility whatsoever with respect to those Unsupported Assets and you will not be able to recover the Unsupported Assets from MYcroPESA. MYcroPESA assumes absolutely no responsibility whatsoever with respect to Unsupported Assets.

In the event that a Hard Fork achieves the required consensus, it is possible that we will only support the Forked Asset and will discontinue our support of the legacy Digital Asset. In the event of a Hard Fork that entitles you to a Forked Asset, you are advised to withdraw the applicable Digital Assets from your MYcroPESA Account prior to the relevant date for the Hard Fork. MYcroPESA is not obligated in any way to monitor or maintain balances of Forked Asset issued to holders of the applicable Digital Assets upon a Hard Fork, or to credit you for the value of such Forked Asset. In the event you wish to receive Forked Asset issued upon a Hard Fork, you are advised to withdraw the



applicable Digital Asset from your MYcroPESA Account prior to the relevant date for the Hard Fork. All determinations regarding Hard Forks shall be made by MYcroPESA in its sole and absolute discretion and in accordance with applicable law.

In the event that a Digital Asset network attempts to or does distribute Digital Assets to Blockchain addresses pertaining to an Eligible Digital Asset via airdrop or bootstrapping (collectively, an "Airdrop"), the support of any such new Digital Assets in your MYcroPESA Account is solely at the discretion of MYcroPESA. If we do not make a public announcement confirming our support of such new Digital Assets, we will not support such new Digital Assets and such new Digital Assets will be treated as Unsupported Assets. To the extent you wish to receive the new Digital Assets to be delivered via Airdrop, you are advised to withdraw the applicable Digital Assets from your MYcroPESA Account prior to the relevant date for the Airdrop. You further agree and understand that Digital Assets delivered via Airdrop do not create or represent any relationship between us and the sender and/or the related Digital Asset network and do not subject us to any obligations whatsoever as they relate to the sender and/or the related Digital Asset network.

All determinations regarding the Forked Assets and/or Digital Assets delivered via Airdrop will be made by MYcroPESA in its sole and absolute discretion and in accordance with applicable law.

15. PEiSA Coin

PEiSA Coin is MYcroPESA' proprietary Digital Asset tool for MYcroPESA Users, which allows you to transfer your rights with MYcroPESA, as applicable, in connection with selected Eligible Digital Assets to other registered MYcroPESA Users.



By using our PEiSA Coin digital asset, you understand and acknowledge that:

1. You are transferring your ownership to, or assigning your rights in, the Eligible Digital Assets you select when using PEiSA Coin, and that such transfers of ownership or assignment of rights may not be recorded on any Blockchain, but rather on MYcroPESA' ledger;
2. by making any PEiSA Coin transaction, you are authorizing MYcroPESA to deduct the corresponding amount of Eligible Digital Assets from your MYcroPESA Account balance, and to transfer or credit such amount to the balance of the receiving User's MYcroPESA Account;
3. MYcroPESA is not responsible, and will not interfere in any way in, any dispute between you and the User involved in the PEiSA Coin transaction;
4. if you initiate a PEiSA Coin transaction to an unintended or incorrect User, you may irrevocably lose your rights in connection with the said Eligible Digital Assets, and it is your sole responsibility to make sure you provide the correct details when initiating a PEiSA Coin transaction;
5. the completion of a PEiSA Coin transaction may not be immediate, and it may take some time before such transaction is processed and the relevant MYcroPESA Account balances are updated;
6. use of the PEiSA Coin feature is subject to limitations on amounts transacted, as determined in MYcroPESA' sole discretion from time to time;
7. all transactions made through PEiSA Coin are final and irreversible;
8. by making any PEiSA Coin transaction you represent to MYcroPESA that you are familiar with the person to whom the transaction is made, and that such transaction is not made for any illicit or illegal purpose. You acknowledge that MYcroPESA would hold you responsible for any damages it may incur by any unlawful use of the PEiSA Coin feature; and



9. MYcroPESA shall not be a party to, and shall not be obligated to take an active part in the resolution of, any dispute between a transferor or transferee when using PEiSA Coin.

MYcroPESA does not accept any liability for PEiSA Coin transactions or attempted transactions that would violate any law or regulation, including without limitation, KYC requirements, embargoed or restricted persons or locations, prohibitions against money laundering and/or anti-bribery laws, and structured transactions or tax evasion, the responsibility for which shall lie solely with the participating User(s). MYcroPESA may refuse to perform, block, or otherwise void any PEiSA Coin transaction that MYcroPESA reasonably believes could violate any law or regulation.

16. Conversion Rates

Any conversion between a Digital Asset and another Digital Asset or Fiat currency shall be made by us in accordance with the rates and prices applicable at the actual time of conversion. Applicable rates are indexed to those used by industry-leading platforms, as we may choose to use from time to time, in our sole discretion. We currently use the rate of 99 cents for PEiSA Coin conversion as determined by our liquidity objectives. We may change these rate sources at any time and without giving notice or updating these Terms, and you shall not have any claims regarding our choice of rate sources or rates used by MYcroPESA or made available by any third party.

19. Closing a MYcroPESA Wallet Account



A. MYcroPESA' Right to MYcroPESA Account Closure

We have the right to suspend, freeze or close your MYcroPESA Account at any time for any reason without advance notice, including by blocking your access to the MYcroPESA Account or the Services. If your MYcroPESA Account has a balance when we close it, we will repay and return the remaining Digital Assets to you, including accrued Rewards earned (if applicable) until the close date, less any applicable Obligations, withholding tax and other applicable deductions, unless prohibited by applicable law. In the event of irregular activity, we may hold assets until we close your MYcroPESA Account. Any Digital Assets that MYcroPESA returns to you will be sent to the designated withdrawal addresses in your user profile on the MYcroPESA platform for each respective Digital Asset you hold. MYcroPESA Accounts are not transferable or assignable in whole or in part. MYcroPESA may be required by law to turn over any Digital Assets related to abandoned or unclaimed MYcroPESA Accounts to the state of your last known residence ("Escheatment"). Escheatment periods vary by jurisdiction, and you are responsible to determine the applicability of such laws in your place of residence. MYcroPESA reserves the right to recover any administrative charges, payments, or fees which it may incur in connection with such unclaimed or abandoned MYcroPESA Accounts, as permitted by applicable law.

B. Your Right to Close Your MYcroPESA Account

If you want to terminate your MYcroPESA Account with MYcroPESA, you may do so by notifying MYcroPESA at datamaxkenya@gmail.com. Once your MYcroPESA Account is closed, you agree: (a) to continue to be bound by these Terms, as required by Section 35 below (Survival) (b) to immediately stop using the Services, (c) that we reserve the right (but have no obligation) to delete all of your information and MYcroPESA Account data stored on our servers, and (d) that we shall not be liable to you or any third party for termination of access to the Services or for deletion of your information or MYcroPESA



Account data. You acknowledge that any legal obligations you may have under any other agreement with MYcroPESA or its Affiliates (including any Loan Agreement or agreement governing lending or investing in MYcroPESA or its Affiliates) will not be affected in any way by the termination of these Terms and any such other agreement between you and MYcroPESA will continue to be in effect in accordance with its terms.

20. Liability for Unauthorized Transfers from Your MYcroPESA Account

If you believe that your MYcroPESA Account has been used by an unauthorized party, or if your Service Activity Statements reflect activity or transactions that you did not conduct or authorize, you must notify us IMMEDIATELY via email to datamaxkenya@gmail.com YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY AND CONFIDENTIALITY OF YOUR LOGIN DATA, AND YOU ACCEPT ALL RISKS OF UNAUTHORIZED ACCESS AND USE OF YOUR MYCROPESA ACCOUNT.

21. Eligible Digital Assets

We may, from time to time and in our sole discretion, add and/or remove certain Digital Assets from our list of Eligible Digital Assets. If a Digital Asset is removed, it will no longer be available to be used in connection with our Services. We will seek in good faith to notify our Users of our intention to add and/or remove Digital Assets in connection with any of our Services as soon as commercially reasonable. However, under certain circumstances (e.g., for regulatory reasons) such changes may be required to be made immediately and without prior notice. In the event any Digital Asset ceases



to be an Eligible Digital Asset, you will no longer be entitled to receive any Rewards in connection with our Earn Service (if available to you), or otherwise make any other use of it via our Services. We may choose to disallow the use of any Eligible Digital Asset for certain Services, or treat any Digital Asset as an Eligible Digital Asset for certain Users or groups of Users for certain Services, in our sole discretion. We may, from time to time, provide certain Services in connection with certain Eligible Digital Assets by different entities within the MYcroPESA group, and any change in and/or assignment by the contracting entity shall not be considered an amendment of these Terms.

22. Disclosure of MYcroPESA Account Information

We may disclose information to third parties about you, your MYcroPESA Account, or the transactions you make:

1. Where it is necessary for the provision of our Services under these Terms;
2. In order to verify the existence and condition of your MYcroPESA Account for a third party, such as a referral partner;
3. For the purpose of conducting our KYC checks and compliance with applicable laws;
4. Unless we have a written objection from you;
5. In order to comply with any request or order by any government agency or competent court; or
6. As described in our Privacy Policy (<https://MYcroPESA.com>)



23. Conflict/Disputes Involving Your MYcroPESA Account

We are not liable to you for errors that may result in a financial loss to you. We may take any action that is authorized or permitted by these Terms or applicable laws without liability to you, even if such action causes you to incur fees, expenses or damages. If third parties make claims on your MYcroPESA Account, or if we receive conflicting instructions from you, or if we become involved in or concerned about a dispute between you and any third party, we reserve the right to react in ways that we believe in good faith to be appropriate, including by closing, suspending or freezing your MYcroPESA Account, delivering the Digital Assets available therein to you or to any third party, or interpleading assets to court, all as we reasonably deem appropriate under the circumstances. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge or deduct them directly from your MYcroPESA Account balance.

We are not responsible for delays or losses incurred as a result of an error in the initiation of any transaction and have no obligation to assist in the remediation of such transactions. By initiating any transfer or using MYcroPESA' Services in any way, you attest that you are transacting in an Eligible Digital Asset which conforms to the particular Virtual Wallet into which assets are directed.

We reserve the right to limit access to your MYcroPESA Account, which can include temporarily or permanently removing your MYcroPESA Account access via the internet, and/or restricting your MYcroPESA Account, and/or closing your MYcroPESA Account without prior notice to you (unless prior notice is required by law), and we shall have no liability for such actions. In addition, MYcroPESA reserves the right to withhold or delay the transmission of assets to you if you fail to comply with these Terms. Our total



aggregate liability to you for any claim is limited to the face value of the applicable item or transaction, or the actual value of any assets not properly credited or debited by us.

24. Legal Process Affecting MYcroPESA Account

If any legal action, such as an attachment, garnishment, levy, seizure, third party claim or enforcement action by any competent authority in any jurisdiction ("Legal Process") is brought against or in connection with your MYcroPESA Account, we may refuse to permit (or may limit) withdrawals or transfers from your MYcroPESA Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, we have first claim to any and all assets in your MYcroPESA Account. We will not contest any Legal Process on your behalf, and we may take actions to comply with Legal Process without liability to you, provided that we reasonably believe any such action is appropriate under the circumstances. If we incur any expenses in connection with any Legal Process, including without limitation reasonable attorneys' fees, we may charge such expenses and fees to any of your MYcroPESA Accounts without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment or levy against your MYcroPESA Account is subject to our right of setoff and security interest.

25. Indemnification and Limitation of Liability; Legal Fees and Costs for Lawsuits

You agree to indemnify and hold harmless MYcroPESA and its Affiliates, and their respective employees, managers, officers, directors, partners and shareholders from any losses, damages, suits and expenses, of whatever kind, including reasonable legal fees, that we incur in connection with or arising out of your access to or use of the Services,



or our activities in connection with such Services, and for your breach of these Terms or violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by you or any person acting on your behalf while using your MYcroPESA Account, regardless of whether the specific use was expressly authorized by you. You agree to comply with all applicable laws, regulations, or rules, and to not use your MYcroPESA Account or the Services for any transaction or activity that is illegal or violates applicable laws, regulations or rules. Please note, your agreement to comply includes any and all applicable laws and regulations of the United States, as well as of your place of residency, citizenship, business, locality and any law applicable to you.

We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g. the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment or communications malfunction). We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind. Except for any setoff permitted by applicable law and Section 9 of these Terms, any obligations of ours may be satisfied solely from the assets of MYcroPESA. Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to our obligations, to or against any assets of any person or entity other than MYcroPESA, including, without limitation, any member, shareholder, Affiliate, investor, employee, officer, director, agent or advisor of MYcroPESA. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law and Section 9 of these Terms.



26. Disclaimer of Warranty

THE MYCROPESA SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY UNDER THESE TERMS AND TO THE EXTENT ALLOWED BY APPLICABLE LAW ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR WARRANTY OF NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL MYCROPESA, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE BALANCE OF YOUR MYCROPESA ACCOUNT(S) OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE MYCROPESA SERVICES OR THE MYCROPESA ACCOUNT, OR THESE TERMS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF MYCROPESA HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

MYCROPESA MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, ORDER, TIMELINESS OR COMPLETENESS OF HISTORICAL OR CURRENT ELIGIBLE DIGITAL ASSETS PRICE DATA AVAILABLE THROUGH THE MYCROPESA SERVICES. MYCROPESA WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR TRANSACTIONS ARE PROCESSED IN A TIMELY MANNER BUT MYCROPESA MAKES NO



REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING (WHICH IS DEPENDENT UPON MANY FACTORS, INCLUDING THOSE OUTSIDE OF OUR CONTROL), AND MYCROPESA SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES WHICH YOU MAY INCUR AS A RESULT OF ANY DELAY IN THE PROVISION OF THE SERVICES.

27. Disputes, Binding Individual Arbitration, and Class Actions and Class Arbitrations Waiver

A. Disputes. The terms of this Section shall apply to all Disputes between you and MYcroPESA. For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and MYcroPESA arising under or relating to your MYcroPESA Account, the MYcroPESA platform, these Terms, or any other transaction involving you and MYcroPESA, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law.

B. Binding Arbitration: You and MYcroPESA further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEALS ARE LIMITED. The arbitrator may award you the same damages and relief as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to



discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

C. Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

D. Dispute Notice. In the event of a Dispute, you or MYcroPESA must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to MYcroPESA must be addressed to: DataMax Business Systems, P. O. Box 181 – 90100 with a copy to datamaxkenya@gmail.com Any Dispute Notice to you shall be delivered by one of the communication channels you have provided MYcroPESA, which may include email or other electronic transmission, and you agree that such a delivery of a Dispute Notice to you shall be sufficient. Should you require to obtain a Dispute Notice by any other communication channel, you must inform MYcroPESA of such a requirement in writing. Following submission and receipt of the Dispute Notice, you and MYcroPESA each agree to act in good faith to seek to resolve the Dispute before commencing arbitration. If MYcroPESA and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or MYcroPESA may commence an arbitration proceeding pursuant to this Section.

E. WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND MYCROPESA AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION COUNTY OR NATIONAL GOVERNMENT ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN



ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AND MYCROPESA AGREE THAT NO DISPUTE SHALL PROCEED BY WAY OF CLASS ARBITRATION WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES.

28. Our Ownership of the Services and MYcroPESA' Intellectual Property (IP)

You agree and acknowledge that we own all right, title and interest to and in the Services, the associated software, technology tools and content, the MYcroPESA Network website, any logos, identifying marks, images, illustrations, designs, icons, photographs, videos, text and other written and multimedia materials, the content displayed on the website or platform, and other materials produced by and related to MYcroPESA (collectively, the "MYcroPESA IP"). You acknowledge and agree that no proprietary rights are being transferred to you in such materials or information, and that you have no intention of using such materials or information inappropriately or to in any way harm MYcroPESA or any of its affiliates, directors, officers or employees. You shall not prepare any derivative work based on the MYcroPESA IP, nor shall you translate, reverse engineer, decompile or disassemble the MYcroPESA IP.

29. Communications

We may record and monitor our telephone conversations with you and your electronic communications with us (chat, email, and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.



30. Waiver

We may delay the exercise of any rights we have under these Terms, and any such delay shall not result in a waiver, relinquishment or modification of any of our rights. If we delay in any exercise of our rights, or if notwithstanding the foregoing MYcroPESA somehow is deemed to have waived any of our rights, you are still obligated to pay us Obligations you may owe us, remove any violation of these Terms and/or otherwise follow our instructions (as applicable). Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our other or subsequent rights in any way.

31. Changes in Terms

Please be aware that the terms and conditions governing the Services can change over time. We reserve the right to discontinue or make changes to any of the Services. We may change these Terms, and we may add to or delete from these Terms, and the updated version will supersede all prior versions. We will provide notice of changes, additions, and deletions, as required by law. If we have provided advance notice and you do not agree with a change, you may close your MYcroPESA Account(s) and demand repayment of outstanding dues before the effective date of the change, which shall be your sole remedy. The continued maintenance of your MYcroPESA Account following the effective date of any change will constitute your acceptance of such change and subject your MYcroPESA Account to the modified Terms.

32. Assignment

These Terms, or any of the rights and/or obligations provided hereunder, may not be assigned or otherwise transferred by you to any other person or Entity, whether by operation of law or otherwise, without MYcroPESA' express written consent, and any attempted assignment in violation of this prohibition shall be void ab initio and of no



effect. MYcroPESA may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time to any Affiliate of MYcroPESA, with or without providing you with prior notice of the same. MYcroPESA may assign or transfer these Terms and/or any or all of its rights and/or obligations hereunder at any time to any third party by providing prior notice. Any permitted assignment or transfer of or under these Terms shall be binding upon, and inure to the benefit of the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.

33. Governing Law and Venue

The relationship between you and MYcroPESA is governed exclusively by the laws of the Republic of Kenya. Any dispute arising out of, or related to, your MYcroPESA wallet account or relationship with MYcroPESA must be brought exclusively in the competent courts located in Kenya; however, MYcroPESA may bring equitable relief or collections actions in any applicable jurisdiction.

34. Force Majeure

We will not be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, pandemic or epidemic events, or other causes over which we have no reasonable control.

35. Survival

None of the terms and provisions of this Contract shall survive the termination of this Contract, and if the Contract is not so terminated, Nothing contained in any document delivered by Seller or Purchaser at Closing shall alter or affect the survivability provisions contained in this Contract.