

CUSTOMER TERMS OF SERVICE AGREEMENT

This CUSTOMER TERMS OF SERVICE AGREEMENT ("Agreement") is between Lifa Holdings Limited, a company registered in Malawi with registration number [Insert CRN], operating the Lifa mobile application and related services ("Lifa", "we", "us", "our") and you, the user of our services ("Customer", "you", "your").

By downloading, accessing, or using the Lifa mobile application ("App") or any of our services ("Services"), you agree to be bound by this Agreement. If you do not agree to all terms, DO NOT USE THE APP OR SERVICES.

1. DEFINITIONS

- "App" means the Lifa mobile application available on iOS and Android platforms.
- "Services" means all services provided through the App, including but not limited to transportation, delivery, e-commerce, and payment processing.
- "Driver" means an independent third-party transportation provider offering services through the App.
- "Merchant" means an independent third-party business selling goods/services through the App.
- "Order" means your request for Services through the App.
- "Fare" means the price for transportation services.
- "Transaction Amount" means the total price for goods/services including taxes and delivery fees.

2. ELIGIBILITY & ACCOUNT

2.1 You must:

- Be at least 18 years old.
- Have legal capacity to enter into contracts in Malawi.

- Provide accurate and complete registration information.
- Maintain the security of your account credentials.

2.2 You are responsible for all activities under your account. Notify us immediately of any unauthorized use.

2.3 We may suspend or terminate your account for violation of this Agreement or suspicious activity.

3. SERVICES DESCRIPTION

3.1 Technology Platform Only: Lifa provides a technology platform connecting you with independent third-party service providers (Drivers, Merchants). We do not:

- Provide transportation or delivery services ourselves.
- Manufacture, sell, or guarantee the quality of goods sold by Merchants.
- Employ, recommend, endorse, or supervise Drivers or Merchants.

3.2 Third-Party Services: Drivers and Merchants are independent contractors, not employees or agents of Lifa. You contract directly with them for their services.

4. ORDERING & PAYMENT

4.1 Order Placement:

- For transportation: You request a ride through the App, see the estimated Fare, and confirm.
- For goods/services: You select items, see the total Transaction Amount, and confirm purchase.
- By confirming, you agree to pay the displayed amount.

4.2 Pricing:

- Transportation Fares may vary based on distance, time, demand, and other factors ("dynamic pricing").
- Goods/services prices are set by Merchants.
- All prices are in Malawi Kwacha (MK) and include applicable taxes unless stated otherwise.

4.3 Payment Methods:

- We accept mobile money (Airtel Money, TNM Mpamba), bank cards, and Lifa Wallet.
- You authorize us to charge your selected payment method for all Orders.
- Payment is processed immediately upon Order completion.

4.4 Receipts: Electronic receipts are available in the App. For VAT-registered Merchants, you may request a formal tax invoice directly from them.

5. CANCELLATION & REFUNDS

5.1 Cancellation by You:

- Transportation: Cancel within 5 minutes of Driver acceptance without fee. After 5 minutes, a cancellation fee of MK2,000 applies.
- Goods/Services: Cancellation policies vary by Merchant and are displayed before purchase.

5.2 Cancellation by Service Provider:

- If a Driver/Merchant cancels, you will not be charged.
- We are not liable for any inconvenience caused by cancellations.

5.3 Refunds:

- Refund requests must be made within 7 days of the transaction.
- For transportation: Refunds only for materially different services than ordered.
- For goods: Refund policies are set by each Merchant.
- Approved refunds will be processed to your original payment method within 5-10 business days.

6. USER CONDUCT & PROHIBITED ACTIVITIES

You agree NOT to:

- Use the Services for any illegal purpose.
- Harm, harass, or threaten Drivers, Merchants, or other users.
- Damage or misuse any vehicle or property.
- Smoke, consume alcohol, or carry illegal substances in vehicles.
- Request transportation for unaccompanied minors under 12 years.
- Carry weapons, hazardous materials, or oversized items without prior consent.
- Use the App while driving.
- Attempt to circumvent the payment system.
- Create multiple accounts for fraudulent purposes.

7. SAFETY & LIABILITY

7.1 Your Safety Responsibility:

- Verify the vehicle and Driver match App details before entering.
- Wear seatbelts at all times.
- Do not distract the Driver.
- Report any safety concerns immediately via the App.

7.2 Liability Limitations:

- Lifa is not liable for:
 - Actions or omissions of Drivers or Merchants.
 - Quality, safety, or legality of goods/services provided.
 - Accidents, injuries, or damages during transportation or delivery.
 - Loss or damage to your belongings left in vehicles.
- Our maximum liability is limited to the amount you paid for the specific Service in question.

7.3 Driver/Merchant Liability: Claims for damages or injuries should be directed to the Driver's insurance or the Merchant, as applicable.

8. DATA PROTECTION & PRIVACY

8.1 We collect and process your personal data in accordance with the Malawi Data Protection Act (2024) and our Privacy Policy.

8.2 By using the Services, you consent to:

- Collection of location data during active trips for safety and service improvement.
- Sharing necessary information (name, pickup location) with Drivers to fulfill your requests.
- Receiving service-related communications via SMS, push notifications, or email.

8.3 We do not sell your personal data to third parties.

9. INTELLECTUAL PROPERTY

The App, Lifa name, logo, and all related content are owned by Lifa Holdings Limited. You are granted a limited, non-exclusive license to use the App for personal, non-commercial use only.

10. DISPUTE RESOLUTION

10.1 Contact Support First: For any issues, contact Lifa Customer Support via the App or at support@lifa.mw.

10.2 Mediation: If unresolved, disputes shall be referred to mediation in Blantyre, Malawi.

10.3 Governing Law: This Agreement is governed by Malawian law. Any legal proceedings shall be in the courts of Malawi.

10.4 Class Action Waiver: You waive any right to participate in class actions against Lifa.

11. TERMINATION

We may suspend or terminate your access to the Services immediately if you breach this Agreement. You may terminate by deleting the App and your account.

12. GENERAL

12.1 Amendments: We may update this Agreement with 14 days' notice via the App. Continued use constitutes acceptance.

12.2 Force Majeure: We are not liable for delays due to events beyond our control (e.g., network failures, strikes, natural disasters).

12.3 Severability: If any provision is found invalid, the remainder remains enforceable.

12.4 Entire Agreement: This Agreement, together with our Privacy Policy, constitutes the complete understanding between us.

SCHEDULE A: SAFETY GUIDELINES

Before the Ride:

1. Confirm vehicle make, model, color, and license plate match App details.
2. Check Driver's name and photo matches App profile.
3. Share your trip details with a trusted contact using the App's share feature.

During the Ride:

1. Sit in the back seat if traveling alone.
2. Always wear your seatbelt.
3. Follow your route on the App's map.
4. Trust your instincts—if uncomfortable, ask to stop in a safe, public area.

After the Ride:

1. Rate your Driver honestly.
2. Report any issues immediately via the App.
3. Check you have all belongings before exiting.

SCHEDULE B: FEE SCHEDULE

Service Fee/Charge Details

Transportation Base Fare Variable Based on distance, time, and vehicle type

Dynamic Pricing May apply During high demand or bad weather

Cancellation Fee MK2,000 After 5 minutes of Driver acceptance

Waiting Time MK500/minute After 3 minutes of free waiting time

Cleaning Fee Up to MK20,000 For excessive mess/damage to vehicle

Delivery Fee Variable Set by Merchant or delivery partner

Payment Processing 0% No extra fee for payment processing

BY CLICKING "I AGREE" OR USING THE LIFA APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.

For Customer Support:

Email:support@lifa.mw

Phone:..... LIFA

Hours:24/7

Lifa Holdings Limited

[Company Registration Number]

[Address]

[Date]

CUSTOMER ACKNOWLEDGMENT

I confirm that:

1. I am 18 years or older.
2. I have read and understood this Agreement.
3. I understand Lifa is a technology platform, not a service provider.
4. I accept the risks associated with third-party services.
5. I will comply with all safety guidelines and user conduct rules.

Customer Name: _____

Account ID: _____

Date: _____