

## HISA

Last Updated: 16<sup>th</sup> February, 2023

### TERMS AND CONDITIONS OF USE

#### 1. INTRODUCTION

- 1.1 These terms and conditions (the “**Terms**”) govern your use of HISA App (“the App”). HISA is a technology platform that enables users to trade in fractions of Kenyan stocks and US securities. Brokerage services are provided by:

US-traded securities, including fractional trading, are provided to HISA users by DriveWealth LLC, a regulated member of FINRA/SIPC. DriveWealth is a member of SIPC, which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). Explanatory brochure available upon request or at [www.sipc.org](http://www.sipc.org). Terms of Use are available at <https://legal.drivewealth.com/>.

Kenyan account traded securities are provided by Faida Investment Bank, a registered broker-dealer and member of the Nairobi Securities Exchange. Faida Investment Bank does not make any personal recommendations to buy, sell or otherwise deal in investments. Investors make their own investment decisions. The services and securities provided by Faida Investment Bank may not be suitable for all customers and, if you have any doubts, you should seek advice from an independent financial adviser. Terms of Use are available at <https://fib.co.ke/terms-of-use/>.

- 1.2 The following terms and conditions apply to the use of the HISA Application, related websites (where applicable), services, associated products and Content (“the **App**”) and by using the App you will be deemed to have read, fully understood and agreed to be bound by these terms and conditions. If you do not agree to these Terms, you should not use the App.
- 1.3 These terms and conditions together with **Faida Investment Bank Limited** Terms of use available [here](#), **Drivewealth, LLC** Terms of Use accessible [here](#), our Privacy Policy, Disclosures, Community Guidelines and any other additional policies and set out here hereafter, collectively the “**Terms**”.
- 1.4 These Terms form a legally binding agreement between you, the user of the App, and us. Please read them carefully before interacting with our App. If you are not of legal age or otherwise incapacitated to enter into a legally binding contract, you may only use the services with the consent and under supervision by a person with legal capacity.

#### 2. ELIGIBILITY

- 2.1 The App is intended for use by individuals who are 18 years of age or older. If you are under the age of 18, you are not eligible to use the App.

#### 3. ACCEPTANCE OF TERMS

- 3.1 By accessing and using the App, you confirm that you have legal capacity to form a binding contract with HISA Technologies Limited (“us”, “HISA”) and that you accept these terms and agree to be bound by them.
- 3.2 You may opt in to receiving promotional messages at the point of creating your HISA account or at any point while accessing the app through various modes including email, phone calls and SMS. By agreeing to receive promotional and marketing materials, you agree to processing of your personal information as detailed in our privacy statement. Notwithstanding and without prejudice to the foregoing, HISA shall be entitled to display promotional and advertising materials on the App and through push

notifications and pop up messages on your mobile device or handheld device.

3.3 You hereby fully understand agree that your use or access of our App will constitute as acceptance of the Terms.

3.4 We recommend that you print a copy of these Terms for your future reference

#### **4. CHANGES TO THE TERMS**

4.1 We may update our Terms time to time. We reserve the right to make changes to these Terms at any time. Once any changes are made, these changes will be posted on the app and website and, where appropriate, notified to you by SMS or by email or when you next start the App log onto one of the App sites- as far as technically and legally feasible. The new Terms may be displayed on-screen and you may be required to read and accept the changes to continue your use of the App

4.2 The Terms become effective on the Effective Date. Your continued access or use of the App after the new date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or otherwise using the App.

#### **5. ACCESSING THE APP**

5.1 The App is available to users who use Android and Apple iOS devices.

5.2 To access the App, you will be required to download it by going to the Google PlayStore or Apple Appstore and searching for "HISA" and install and launch the App on a compatible device.

5.3 You will be required to create an account with us to access the App, specifically the Application. This information must be accurate and up to date; failure of which we shall have the right to discontinue your access to the App without any further notices or references to you.

5.4 You will generate a password that will allow your access to the App, which should remain confidential and should not be disclosed to any party. In the instance of any breach, you must notify us immediately at [info@hisa.co](mailto:info@hisa.co).

5.5 You agree that all activity on your account (whether accessed by you or otherwise with your login credentials) shall be your sole responsibility and you shall keep us (and other parties) indemnified for any claims and liabilities that may arise from such activity

#### **6. TRADING**

6.1 Your account will give you access to trade in shares available on the App. The App is intended to provide a safe and secure platform for trading, but we cannot guarantee the accuracy or completeness of any information provided on the App, and we are not responsible for any losses that you may incur as a result of your trading activities. You are solely responsible for making informed investment decisions.

6.2 You acknowledge that it may not be possible to cancel/modify an order and that you are responsible for executions notwithstanding a cancel/modify request.

6.3 HISA shall execute customer orders through one of its broker dealer or financial partners unless otherwise confirmed. All transactions are subject to rules and policies of relevant markets and clearinghouses, and applicable laws and regulations. HISA IS NOT LIABLE FOR ANY ACTION OR DECISION OF ANY EXCHANGE, MARKET, DEALER, CLEARINGHOUSE OR REGULATOR.

6.4 Any quotes, research, news, market information accessible through the App (including through links and websites) (information”) may be prepared by Independent Providers. Such information is the property of HISA, the Providers or their licensors and is protected by law. You agree to respect the subsisting intellectual property. None if the information constitutes a recommendation by HISA or a solicitation to buy and sell. Neither HISA or the Providers guarantee completeness, accuracy or timeliness of the information and you should consult an adviser before making investment decisions. RELIANCE ON SUCH INFORMATION IS SOLELY AT YOUR OWN RISK, IN NO EVENT WILL HISA OR THE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED REGARDING THE INFORMATION.

## **7. FEES**

7.1 There are commissions and fees associated with using the App. The fees will clearly be stated in the App and website and you will have the opportunity to review and accept the fees before completing any transactions. You agree that such fees will be deducted from your account, which will reduce account equity.

7.2 Changes to commissions/fees are effective immediately upon either posting on the App, website or other written notice to you.

7.3 It is your sole responsibility to know the terms of any securities or other products in your accounts

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 We take intellectual property rights seriously and expect you do the same. As a condition of your access to and use of the App, you are obligated to respect the intellectual property of any person while using the App and chat features.

8.2 The App and its contents. Including but not limited to text, graphics, logos, images and software are protected by intellectual property laws, including copyright and trademark laws. You may not use any of our intellectual property without prior consent.

## **9. YOUR USE OF THE APP**

9.1 By accepting these Terms, you agree not to use the App:

- a. In any way that breaches any applicable local, national or international law or regulation.
- b. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- c. For the purpose of harming or attempting to harm minors in any way.
- d. To bully, insult, intimidate or humiliate any person.
- e. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards
- f. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- g. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

9.2 You also agree:

- a. Not to reproduce, duplicate, copy or re-sell any part of our App and Content therein in contravention of the provisions of our Terms
- b. Not to access without authority, interfere with, damage or disrupt:
  - I. any part of our App;
  - II. any equipment or network on which our App is stored;
  - III. any software used in the provision of our App; or
  - IV. any equipment or network or software owned or used by any third party.

## **10. TERMINATION**

- 10.1 We reserve the right to temporarily or permanently suspend or terminate your user account or impose limits on or restrict your use thereof to parts or the entire App at our sole discretion without reference or notice to you for when we consider a breach of these Terms has occurred, or any applicable laws or regulations;

## **11. MISCELLANEOUS**

- 11.1 This agreement will be governed by, and construed in accordance with, the Laws of Kenya and the parties irrevocably submit to the exclusive jurisdiction of Kenyan courts.
- 11.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted and the remaining provisions of this agreement shall remain in full force and effect.
- 11.3 THE APP IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE APP, INCLUDING WITHOUT LIMITATION THE SOFTWARE LICENSED TO YOU AND THE RESULTS OBTAINED THROUGH THE APP, SPECIFICALLY, WE DISCLAIM ANY AND ALL WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS OR CONTENT OF INFORMATION, AND (2) ANY WARRANTIES OF TITLE, WARRANTY OF NON- INFRINGEMENT, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 11.4 You agree to fully hold us harmless and fully indemnify us (and our affiliates, permitted assigns, subsidiaries) and each of their officers, employees, agents and advisors from and against any damages, costs and expenses suffered or incurred by your breach of these Terms or awarded by a court of competent jurisdiction against us as a direct result of or in connection with any claim or action. Nothing in this clause shall exclude or limit our liability for losses which may not be lawfully excluded under applicable law.
- 11.5 HISA may assign or transfer any benefit of this agreement to any other party via notice. Failure to notify you shall not invalidate such assignment.

*In case you have any questions about your use of this App or any other queries, including withdrawal of any data collected on this App, please contact us at [info@hisa.co](mailto:info@hisa.co)*