



EVOPAY CLASSIC CARD SERVICES GENERAL TERMS AND CONDITIONS

By registering to use the Evopay Classic Card, you agree to be bound by these Terms and Conditions which shall form a legally binding agreement between you and Evopay Limited of P.O. Box 1711-00606 Nairobi, Kenya.

Please note that you may only access and pay for parking using your Evopay Classic Card at our car parks.

1. Definitions

1.1. In these Conditions:

- a) Any references to “we”, “us” and “our” shall be a reference to Evopay Limited and where the context so requires, Evopay Limited’s permitted successors in title and permitted assigns.
- b) Any references to “you”, “your” and “their” means the Customer under whose name the relevant Evopay Classic Card Account is registered.
- c) “**Commencement Date**” means the date on which your Evopay Classic Card Account is successfully registered and activated for use.
- d) “**Customer Information**” means all personal details provided by you when registering for the Evopay Classic Card Account.
- e) “**Customer**” refers to the person and/or organization whose details are registered in the Evopay Classic Card Account.
- f) “**Fees**” means any parking charges, administration fees, or other fees and charges imposed by us from time to time in accordance with these Terms and Conditions.
- g) “**Participating Car Park(s)**” means the car parks managed by Evopay Limited, and the list is sent through our Email at cardsupport@evogroupafrica.com, where the Evopay Classic Card Services are available.
- h) “**Evopay Classic Card**” refers to the card purchased from Evopay Limited designated points of purchase for the purpose of accessing the Evopay Classic Card Services.
- i) “**Evopay Classic Card Services**” means the pre-paid parking fees services provided by Evopay Limited allowing access to the Participating Car Park(s).
- j) “**Evopay Classic Card Account**” refers to the registered account containing the Customer’s details and transactions for the purposes of enabling the Customer to access the Evopay Classic Card Services.
- k) “**Standard Rate**” means the parking rates displayed on the tariff boards located at the Participating Car Park(s).

2. Registration

- 2.1. Registration of your Evopay Classic Card Account shall be done by providing the required Customer Information to our email at cardsupport@evogroupafrica.com.
- 2.2. When you register for the Evopay Classic Card Account, you confirm and warrant that all information provided by you is true and accurate in all respects and you will inform us immediately if any changes to such information arises.
- 2.3. Your registration shall be confirmed to you via an email and/or SMS notification from us on the Commencement Date.
- 2.4. You may change your Personal Data by sending an email to card centre through cardsupport@evogroupafrica.com.

3. Terms of Use

- 3.1 By using the Evopay Classic Card Services you agree to be bound by and comply with:
 - a) These Terms and Conditions; and
 - b) The parking rules, regulations and conditions of entry on display at the Participating Car Park(s) and as updated from time to time.
- 3.2 Use of the Evopay Classic Card Services is limited to Participating Car Park(s) through the following identification methods:
 - a) The Evopay Classic Card; or
 - b) Any other identification method(s) that we may establish in Participating Car Park(s).
- 3.3 The Customer is responsible for ensuring the same method used when entering a Participating Car Park is used upon exit. You acknowledge and accept that failure to comply with this condition (3.3) may result in making a cash payment for your parking bill.
- 3.4 It is your responsibility to keep your Evopay Classic Card on you at all times should you wish to be able to use it for access to the Participating Car Park(s) and payment of the Standard Rate.
- 3.5 You are solely responsible for the security of your Evopay Classic Card from the date of purchase and all transactions carried out in the usage of the Evopay Classic Card Services.
- 3.6 If the Evopay Classic Card is lost, stolen or damaged, you should request for a replacement through the card centre



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contact details listed in clause 15.2. The card Centre will deactivate the lost, stolen or damaged Evopay Classic Card and issue a replacement chargeable at the prevailing replacement fees. Evopay Limited will not be liable for any misuse of the Evopay Classic Card whilst lost or stolen.

4. Applicable Fees and Charges

- 4.1 The Evopay Classic Card can be purchased at the Participating Car Parks as per the list sent from our email at cardsupport@evogroupafrica.com. The standard purchase fee for the Evopay Classic Card is Kshs. 300. We reserve the right to amend the purchase fee upon either 30 days' notification to you of any such fee and/or by disclosing the amended fee on our website.
- 4.2 The Evopay Classic Card Services are provided at the Standard Rate and do not support redemption of parking discount coupons that may be issued at the Participating Car Parks unless such parking discounts are specifically stated and/or communicated to apply to Evopay Classic Card Customers.
- 4.3 If you believe that there has been an error in taking payment from your Evopay Classic Card Account you must contact us through the card centre details provided in clause 15.2 as soon as possible so that we can attempt to resolve the problem.
- 4.4 If we incorrectly transfer any monies or balance from us and on to your Evopay Classic Card Account, provided we notify you of this error, you irrevocably authorise us to recover the transferred amount from the Evopay Classic Card Account.
- 4.5 We currently do not charge any administration or SMS fees for using the Evopay Classic Card Service. We reserve the right to apply such fees or charges upon notification (of at least 30 days') to you and any such fee will be disclosed on our website.

5. Account Statements and Notices

- 5.1 You can request for your statement for the Evopay Classic Card Account at any time by sending an email to cardsupport@evogroupafrica.com. There may be delays in the records being updated for technical reasons, but we will do our best to keep this to a minimum.
- 5.2 By virtue of your registration for the Evopay Classic Card Account, you agree to receiving communications and provide to you electronically comply with any legal requirement that such communication from us be in writing.

6. Inactive Evopay Classic Card Account

- 6.1 Evopay Limited will close any Evopay Classic Card Account that has been inactive for a period of 6 months upon 30 days' notice to you.

7. Evopay Classic Card Account Closure

- 7.1 You may close your Evopay Classic Card Account at any time by sending an email to cardsupport@evogroupafrica.com. You acknowledge that all notices, information and other communications we information from us by email and/or SMS.
- 7.2 Any refunds due to you will be made via mobile money to the phone number registered in your Evopay Classic Card Account.

8. Termination or Suspension

- 8.1 Your Evopay Classic Card Account may be terminated or suspended at any time by notice to you via email and/or if you have, in our reasonable opinion:



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- a) Misused or made fraudulent or illegal use of your Evopay Classic Card Account and/ or violated the Participating Car Parks parking rules, regulations and conditions of entry.
- b) Have made any use of the Evopay Classic Card Account in a manner not authorised or permitted under these Terms and Conditions.

8.2 In case of any fraudulent or illegal use we reserve the right (acting reasonably) to refuse to open another Evopay Classic Card Account on your behalf or any other services or products offered by Evopay Limited.

8.3 Any termination of your Evopay Classic Card Account is without prejudice to any accrued rights or remedies that you or we may have.

8.4 Evopay Limited may cancel or terminate this contract without the consent of any third party who might benefit from the terms or have enforceable rights under our contract.

9. Customer Information

9.1 Evopay recognizes the importance of protecting the privacy of all information provided by you and will use the provided information for the following purposes:

- a) Processing parking fee payments;
- b) Communication about payments and information relating to the Evopay Classic Card Services;
- c) To maintain your Evopay Classic Card Account and recommend promotional offers (if applicable) that might be of interest to you;
- d) To enable third parties to carry out technical, logistical or other functions on our behalf;
- e) To provide you with requested information or correspondence, such as a response from us to an enquiry made by you; and
- f) To send you details of your new, amended or cancelled transactions.

9.2 Where Evopay receives any personal data it shall ensure that it fully complies with the provisions of the Data Protection Act 2019, and only deals with the data to fulfil its obligations under this contract.

9.3 Your contact details may be used to supply, by telephone, email or SMS, information to you about us and to send you occasional marketing material, which we think you might find valuable.

9.4 You can unsubscribe to any non-mandatory notifications at any time by contacting the card centre through the details provided in clause 15.2

10. Variation

10.1 No variation can be made to these Terms and Conditions except by Evopay Limited upon issuance of 30 days' notice sent to you. Following expiry of such notice, the Terms and Conditions will be varied accordingly. Nothing said or done by any of our employees is capable of varying these Terms and Conditions.

11. Waiver

11.1 No time or other indulgence granted by Evopay Limited to the Customer will constitute a waiver of any of its rights under these Terms or at law and Evopay Limited will not be precluded from exercising any such rights against the Customer.

12. Severability

12.1 If any provision of this Agreement is illegal, invalid or unenforceable in any jurisdiction, its enforceability in any other jurisdiction shall not be affected and nor shall the validity or enforceability of any other provision of this Agreement.



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13. Force Majeure and Warranties

13.1 We reserve the right to defer delivery of the Evopay Classic Card Services or to cancel the contract between us, if we are prevented from or delayed in the carrying on of our business and our obligations under our contract due to circumstances beyond our reasonable control including, without limitation, acts of God, or acts of any government or government authority or agency, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes.

13.2 Evopay Limited makes no representations or warranties as to continuous, uninterrupted or secure access to the Evopay Classic Card Services, which may be affected by factors outside Evopay Limited's control, or may be subject to periodic testing, repair, maintenance or upgrades.

14. Assignment

14.1 You shall not be entitled to assign, transfer or dispose of any of your rights or obligations under this contract herein to any person without the prior written consent of Evopay Limited.

14.2 Evopay may however assign, charge, subcontract or transfer the contract or any part of it to any person.

14.3 Any person who is not a party to our contract shall not have any right to enforce any term of the contract which expressly or by implication confers a benefit on that person without our prior written agreement.

15. Support

15.1 Should you have any questions about these Terms and Conditions or the use of your Evopay Classic Card Services, please see our list of frequently asked questions on our Website.

15.2 If you have any other questions or queries that are not covered in our frequently asked questions you can either call the card centre through email at cardsupport@evogroupafrica.com or call + 254 709 639 116.

15.3 The operating hours for the Card Centre are 7:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 1:00 p.m. on Saturdays. The Card Centre shall remain closed on Sundays and Public Holidays.

15.4 Evopay reserves the right to vary the operating hours and any changes shall be displayed on our website.

15.5 Support outside the working hours can be provided at the parking management office in the Participating Car Parks.

16. Applicable Law

16.1 This Agreement, its validity, construction and performance shall be governed by, and construed in accordance with the laws of Kenya. Any claims arising from this Agreement shall be subject to Kenyan law.