



## TERMS OF USE AND SERVICE

Digital marketplace terms governing vehicle listings, bookings, rentals, telematics-enabled access, payments, user conduct, data use, insurance interface, and dispute resolution for Tweggo operations.

Issued by **Tweggo Networks Limited**

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### IMPORTANT NOTICE

Tweggo is a technology marketplace that connects vehicle owners with approved renters. Tweggo is not the owner of listed vehicles, is not a common carrier, taxi operator, chauffeur service, insurer, manufacturer, mechanic, garage, or employer of Hosts or Renters, and is not a party to the vehicle rental contract except to the limited extent expressly stated in these Terms or in any Tweggo policy.

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# 1. Introduction and Binding Effect

*These Terms of Use and Service (the “Terms”) form a legally binding agreement between Tweggo Networks Limited (“Tweggo”, “we”, “us” or “our”) and every person or entity that accesses, registers on, lists a vehicle on, books through, pays through, or otherwise uses the Tweggo platform, website, mobile applications, smart access tools, support channels, and associated services.*

1. By creating an account, accessing the Platform, listing a vehicle, making or accepting a booking, or using any Tweggo Services, you confirm that you have read, understood, and agreed to be bound by these Terms, our Privacy Policy, Insurance Policy, Smart Pricing Logic, Community Standards, and any other policy or schedule expressly incorporated by reference.
2. These Terms apply to all Hosts, Renters, additional drivers, business users, fleet owners, insurers, brokers, service providers, telematics partners, and any other user interacting with the Platform.
3. Where a user enters into a booking, the terms in force at the start time of the booking shall govern that booking unless mandatory law requires otherwise.
4. If you do not agree to these Terms, you must not access or use the Platform.

# 2. Tweggo Platform Role and Legal Nature

*Tweggo operates a digital marketplace that facilitates vehicle sharing and short-term rentals between independent users.*

1. Tweggo provides technology, onboarding, verification, booking, payment processing, IoT integration, communications, and marketplace support services. Tweggo does not own, lease, operate, or control listed vehicles except where expressly stated in a separate written agreement.
2. Tweggo is not a transportation provider, public service vehicle operator, taxi business, chauffeur service, insurer, underwriter, repairer, workshop, roadside garage, or agent of either the Host or the Renter for general purposes.
3. The rental contract for each booking is formed primarily between the Host and the Renter, subject always to Tweggo’s marketplace rules, payment flows, dispute handling powers, insurance integration rules, and enforcement rights under these Terms.
4. Tweggo may monitor, review, suspend, cancel, refuse, or intervene in any listing, account, booking, payout, claim, or user interaction where reasonably necessary for legal compliance, safety, platform integrity, fraud prevention, insurance requirements, payment risk, or dispute resolution.
5. Nothing in these Terms creates an employment relationship, partnership, joint venture, franchise, fiduciary relationship, or agency relationship between Tweggo and any user unless expressly agreed in writing.

# 3. Definitions

*The following capitalized terms have the meanings set out below.*

1. Account: A registered user profile on the Platform.
2. Additional Driver: A person approved by Tweggo and added to a booking as an authorized extra driver.
3. Booking: A reservation request or confirmed reservation for a listed vehicle made through the Platform.
4. Business Account: An account used by a company, partnership, institution, or other organization for authorized personnel.
5. Charges: All booking prices, fees, deposits, taxes, fines, reimbursements, penalties, adjustments, and claim-related sums payable under these Terms.
6. Host: A vehicle owner or duly authorized person or entity listing a vehicle on the Platform.

7. IoT Device / Smart Access Device: Any telematics, immobilizer, remote unlock, GPS, sensor, fuel monitor, dirt-detection, or connected hardware or software integrated with a vehicle for Tweggo operations.
8. Listing: A vehicle advertisement or availability record published on the Platform.
9. Platform: The Tweggo website, apps, dashboards, APIs, communication channels, support systems, and associated services.
10. Rental / Trip: The period beginning at scheduled pick-up or remote unlock and ending upon valid return and trip closure.
11. Renter: The person or entity booking a vehicle through Tweggo.
12. Smart Pricing Logic: Tweggo's pricing engine and rules governing calculation of booking charges, variable duration pricing, add-on services, and related fees.
13. Third-Party Provider: An insurer, insurance broker, payment processor, roadside assistance provider, KYC provider, telematics partner, mapping provider, or similar external service provider engaged by Tweggo.
14. Vehicle: Any motor vehicle approved for listing on the Platform.

## **4. Eligibility, Accounts, Identity Verification and Security**

*All users must be capable of entering into binding legal obligations and using the Platform lawfully.*

1. Users must register in their true legal identity, provide accurate contact and profile information, maintain a reachable mobile number and email address, and promptly update any change in personal, business, licensing, payment, or address details.
2. Tweggo may require identity verification, selfie checks, liveness checks, driving licence checks, company verification, payment instrument verification, address confirmation, criminal or fraud screening where permitted by law, and any other due diligence reasonably required for legal compliance, safety, insurance, payments, or fraud prevention.
3. Tweggo may reject, restrict, suspend, or terminate any account where information is incomplete, inconsistent, false, expired, suspicious, unverifiable, or otherwise unacceptable.
4. Users must keep login credentials confidential and are responsible for all activity occurring through their accounts until unauthorized access is reported and reasonably contained.
5. One user may not create multiple personal accounts without Tweggo's written authorization. Tweggo may merge or close duplicate accounts.
6. Tweggo may impose additional verification immediately before pick-up, during an active booking, or before payout.

## **5. Host Eligibility, Listing Authority and Fleet Rules**

*Only persons or entities with lawful authority over a vehicle may list it on Tweggo.*

1. A Host must own the vehicle or hold written authority from the registered owner, financier, lessor, employer, or fleet operator authorizing listing and rental through Tweggo.
2. Hosts must ensure that every listed vehicle is roadworthy, legally registrable, properly licensed, insured as required by law, maintained to manufacturer standards, and compliant with all safety requirements in the country of operation.
3. Hosts must provide accurate listing content, including photographs, trim, fuel type, transmission, seats, accessories, charging capability, known damage, vehicle restrictions, parking instructions, availability, and any optional extras.
4. Hosts remain solely responsible for the legality of listing the vehicle, payment of ownership-related taxes and statutory obligations, maintenance, annual inspections, and truthful listing content.
5. Hosts may not knowingly list stolen, cloned, repossessed without authority, salvage, unsafe, prohibited, or otherwise unlawful vehicles.

6. Tweggo may classify vehicles by category, usage type, commercial suitability, region, or insurance risk and may reclassify or decline vehicles at its discretion.

7. Fleet and professional hosts may be subject to additional onboarding, service levels, audits, branding rules, telematics requirements, payout controls, and insurance conditions.

## **6. Renter Eligibility, Driver Verification and Authorized Drivers**

*Every Renter and every Additional Driver must independently meet Tweggo's eligibility criteria.*

1. A Renter must hold a valid driving licence recognized for the class of vehicle booked in the country where the trip occurs and must satisfy any minimum age, driving experience, risk score, or vehicle-category eligibility rules set by Tweggo or required by an insurer.
2. A booking must be made in the Renter's own name and for lawful personal or authorized business use. Fronting, proxy bookings, straw bookings, or booking for unapproved third parties is prohibited.
3. Any Additional Driver must be added through the Platform, pass all required verification, and be have an approved account and must be approved before driving the vehicle.
4. The Renter is responsible for ensuring that no unauthorized person drives, takes control of, or attempts to access the vehicle.
5. Tweggo may impose additional restrictions for premium vehicles, commercial vans, electric vehicles, high-risk locations, repeat incidents, or prior claims history.

## **7. Business, Corporate and Partner Accounts**

*Business and institutional use is permitted only where expressly approved by Tweggo.*

1. A business account holder warrants that it has authority to bind the organization and to nominate users, drivers, approvers, and payment methods.
2. The business account holder is jointly and severally liable with its authorized users for all bookings, vehicle use, charges, fines, claims, damages, policy breaches, and indemnities arising through the account.
3. Tweggo may require company incorporation documents, tax information, board or management authorization, beneficial ownership information, billing contacts, and vehicle-use policies.
4. Insurance partners, brokers, or other approved commercial partners may receive limited dashboard access subject to strict role-based permissions, confidentiality, security, and data processing restrictions.

## **8. Vehicle Eligibility, Condition, Compliance and Listing Content**

*Each vehicle must remain continuously eligible throughout its presence on the Platform.*

1. A listed vehicle must have valid registration, road licence where applicable, mandatory statutory insurance, a functioning odometer or approved digital mileage source, all legally required safety equipment, and no defect that could compromise safe use or normal operation.
2. Hosts must maintain valid inspection records, service history where requested, emergency equipment, wheel tools where appropriate, and any legally required accessories for the jurisdiction of operation.
3. Vehicles with material undisclosed defects, serious warning lights, inoperative brakes, unsafe tyres, missing seat belts, persistent powertrain faults, or any other significant safety issue may be suspended or delisted immediately.
4. Hosts must update the listing without delay after any new damage, modification, branding change, loss of keys, installation of cameras, or change affecting the Renter's expected use.
5. Where cameras, dashcams, trackers, or sensors are installed, Hosts must disclose them clearly and comply with privacy law, including lawful basis, retention limits, and use restrictions.

## 9. Tweggo Smart Access, IoT Devices, GPS and Telematics

*Tweggo shall require and offer smart access and telematics integrations to enable marketplace functionality and risk control.*

1. A Host using Smart Access consents to installation, integration, activation, maintenance, removal, replacement, and software updates for approved IoT devices or native connectivity systems.
2. IoT devices may support remote lock and unlock, geolocation, mileage capture, fuel or battery measurement, trip timing, diagnostics, dirt detection, tamper alerts, and claims evidence collection.
3. Users expressly consent to collection and processing of trip-related telematics where reasonably necessary to locate the vehicle, support booking start and end, investigate theft, breakdown, safety incidents, payment disputes, and claims, or comply with legal and insurance requirements.
4. Hosts must not interfere with, disable, alter, reverse engineer, or repurpose any Tweggo smart access device. Renters must not tamper with or obstruct any approved device, sensor, badge, charger access token, or embedded system.
5. Tweggo may charge installation fees, subscriptions, maintenance fees, deposits, retrieval costs, or replacement costs for smart access devices under a separate pricing schedule or host plan.
6. Tweggo may delist or restrict any vehicle if telematics malfunction, tampering, repeated signal loss, or misuse compromises operational integrity or safety.

## 10. Booking Process and Contract Formation

*Bookings occur only through the Platform and only after required verification and payment authorizations are complete.*

1. Tweggo enables instant booking. Where instant booking is enabled, confirmation occurs automatically once the Renter satisfies the eligibility, payment, and availability requirements displayed on the Platform.
2. A booking is not valid until Tweggo confirms it through the Platform and any required payment authorization, deposit hold, or risk screening is completed.
3. Tweggo may refuse or cancel a booking before or during the trip where safety, fraud, insurance, legal, payment, verification, force majeure, or operational concerns arise.
4. Users must not solicit or complete off-platform rentals arising from contact made through Tweggo. Off-platform circumvention is a material breach and may result in account termination, chargebacks, liquidated damages, withheld payouts, and legal action.
5. Tweggo may disclose limited contact details and trip information to the booking parties where reasonably necessary to complete the rental.

## 11. Pricing, Fees, Taxes, Deposits and Payments

*All monetary amounts displayed on the Platform may vary by region, currency, tax treatment, vehicle category, demand conditions, promotions, and policy changes.*

1. Tweggo may operate a Smart Pricing Logic under which the Host sets or approves a daily rate and the Platform calculates booking charges by duration, trip timing, demand, seasonality, vehicle attributes, geography, and add-on services.
2. For Tweggo's Kenya launch configuration, the Smart Pricing Logic reflects the commercial model previously adopted by Tweggo: the Host sets the daily rate; the shortest permitted booking is three hours; pricing is distributed between the third hour and the twenty-fourth hour with upward duration weighting across that band; pricing recalculates after 24:00:01 for each new twenty-four-hour cycle; and add-on charges may include trip insurance, AI-triggered car wash fees where dirt is detected, and fuel recovery charges derived from IoT-measured variance.

3. Unless Tweggo states otherwise in-product, the platform commercial charges presently include an 18% commission, 16% VAT applied to the commission component where VAT is chargeable, and a 2% service fee. Tweggo may revise these rates by notice or by updating the fee schedule in the Platform.
4. Renter charges may include booking price, service fee, taxes, deposit or preauthorization hold, optional protection, optional delivery or pick-up, fuel or charging adjustments, tolls, fines administration fees, parking, cleaning, smoking penalties, overstay charges, extension charges, and claims-related recoveries.
5. Host payouts equal gross booking revenue allocated to the Host less Tweggo commissions, service fees, taxes withheld or chargeable, chargebacks, refunds, penalties, discounts, claims offsets, telematics charges, and any other lawful deductions under these Terms.
6. Tweggo may place payment holds before, during, or after a trip and may debit any payment instrument on file for all amounts lawfully due.
7. Hosts are solely responsible for declaring and remitting taxes applicable to their earnings unless Tweggo is legally required to collect, withhold, report, or remit such taxes.

## **12. Cancellations, No-Shows, Delays and Extensions**

*Cancellation rules are intended to protect marketplace reliability, fair compensation, and user trust.*

1. A Renter may cancel through the Platform subject to the cancellation terms shown at booking and any non-refundable charges, insurance costs, delivery costs, processing costs, or taxes stated to be non-refundable.
2. A Host may cancel only for valid reasons including legal unavailability, safety defects, theft, prior-trip damage, insurer restrictions, or force majeure. Repeated, avoidable, or strategic Host cancellations may trigger fees, listing demotion, suspension, or delisting.
3. Where either party is late for a physical handover, that party must promptly notify the other through the Platform or approved communication channel. Failure to appear within the grace period published by Tweggo may be treated as a no-show.
4. Tweggo may determine which party bears responsibility for cancellation or no-show by reviewing messages, geolocation, timestamps, support logs, telematics, photographs, and other evidence.
5. Any extension must be requested through the Platform before the scheduled end time and is effective only when confirmed by Tweggo and, where applicable, the Host and insurer.
6. If a trip continues beyond scheduled end time without authorization, Tweggo may treat the matter as an overstay, unauthorized use, or potential conversion and may remotely restrict access where technologically possible and legally permitted.

## **13. Pick-Up, Identity Check and Pre-Trip Inspection**

*Trip commencement requires proper identity confirmation and condition recording.*

1. At pick-up, users must complete any in-app verification, and ensure that the person taking possession of the vehicle is the approved Renter or an approved Additional Driver if Tweggo permits such collection flow.
2. Before the vehicle is driven, the vehicle exterior, interior, mileage, fuel or battery level, cleanliness, accessories, keys, documents, and visible damage must be inspected and recorded through the Platform or approved handover form.
3. If the vehicle materially differs from the listing, is unsafe, inaccessible, or missing essential features, the Renter must report the issue immediately and must not proceed unless instructed by Tweggo.
4. Failure to complete the required inspection process may limit or defeat later claims by either party relating to pre-existing damage, fuel level, cleanliness, or missing items.

## 14. Permitted and Prohibited Use of Vehicles

*Every vehicle may only be used lawfully, carefully, and in accordance with the Host's lawful listing rules and Tweggo's policies.*

1. Vehicles may not be used for any illegal purpose, racing, speed testing, drifting, towing beyond approved capacity, overloaded carriage, transport of contraband, carriage for hire unless specifically permitted, driving under the influence, driver training, subleasing, unauthorized cross-border travel, or operation by unauthorized persons.
2. Users must comply with all traffic laws, licensing laws, parking regulations, toll obligations, emissions rules, and road-safety requirements in the jurisdiction of operation.
3. Smoking or vaping in a vehicle is prohibited unless Tweggo expressly permits the Host to designate a lawful smoking-allowed category, which Tweggo may prohibit at any time.
4. Animals may be transported only if the listing or Host rules permit it and the vehicle is returned free of damage, stains, odour, and excessive hair.
5. Renters must use charging systems, keys, tags, immobilizers, alarms, and security devices strictly in accordance with instructions.
6. Transport of hazardous materials, firearms contrary to law, or persons or goods in violation of law is prohibited.

## 15. Return, Post-Trip Inspection and Closing of Trip

*A trip ends only when the vehicle is returned correctly and the Platform records valid completion.*

1. The Renter must return the vehicle to the approved return location, in the approved parking configuration, by the scheduled end time unless an extension has been approved.
2. On return, the Renter must lock or hand over the vehicle as instructed, complete all required photographs and end-of-trip reporting, and leave all keys, cards, tags, chargers, documents, and accessories in the required place.
3. The vehicle must be returned in substantially the same condition as received, except for ordinary wear and tear consistent with authorized use.
4. If the Renter returns the vehicle to a different location without approval, leaves it unsecured, leaves it without sufficient parking information, or fails to complete return steps, Tweggo may continue the trip, apply overstay and recovery charges, and treat the matter as unauthorized retention until the vehicle is safely recovered.

## 16. Fuel, Charging, Car Wash, Cleaning, Smoking, Tolls, Parking and Traffic Charges

*The Renter is financially responsible for trip-related consumption and user-caused condition changes.*

1. The vehicle must generally be returned with at least the same fuel or battery level recorded at trip start, subject to any listing-specific rules or in-app thresholds.
2. Where Tweggo uses IoT fuel measurement, battery telemetry, smart charging data, receipts, or dashboard evidence, Tweggo may calculate post-trip fuel or charging recovery based on actual variance and applicable market pricing or the rate disclosed in-product.
3. If Tweggo's AI tools, telematics, photographs, or support review determine that unusual dirt, mud, stains, sand, food waste, odour, smoke residue, pet contamination, or similar post-trip condition exists beyond ordinary use, Tweggo may apply a car wash, detailing, cleaning, deodorization, or smoking fee.
4. The Renter is responsible for tolls, congestion charges, parking fees, impound fees, parking violations, speed camera citations, and all other traffic or road-use charges arising during the rental, together with any reasonable administration fee charged by Tweggo or the Host.

5. Where a Host or Tweggo pays a trip-related fee on the Renter's behalf, the Renter authorizes recovery from the payment method on file.

## **17. Accidents, Theft, Breakdown, Damage and Claims Handling**

*Safety comes first. Every incident must be reported promptly and accurately.*

1. In the event of an accident, theft, attempted theft, vandalism, fire, flood, mechanical breakdown, seizure, arrest of vehicle, injury, or third-party property damage, the Renter must stop where safe, protect persons and property, contact emergency services where required, notify Tweggo without undue delay, and follow all insurer and roadside procedures.
2. The Renter and Host must preserve evidence, including photographs, telematics, witness details, police references, dashcam or CCTV evidence where lawfully available, and any accident forms required by Tweggo or the insurer.
3. No user may admit liability, negotiate settlement, abandon the vehicle, or authorize repairs exceeding emergency safety steps without Tweggo's or the insurer's instructions, except where immediate action is necessary to protect life or prevent further damage.
4. Tweggo may assess and allocate responsibility using inspection records, platform logs, telematics, statements, expert reports, estimates, invoices, and insurer determinations.
5. Users remain liable for amounts not covered by applicable insurance, for excluded events, for deductibles or excesses, for policy forfeiture caused by breach, and for administrative and recovery costs allowed under these Terms.

## **18. Insurance, Protection Products and Roadside Assistance**

*Insurance or protection available through the Platform is governed by separate policy terms and provider conditions.*

1. Tweggo is not an insurer and does not itself underwrite motor, property, liability, accident, life, or health risk.
2. Any insurance, trip protection, host protection, roadside assistance, or related service made available through the Platform is provided by licensed third-party insurers, brokers, underwriters, or assistance companies, subject to their own policy wording, exclusions, deductibles, territorial limits, and claim procedures.
3. Eligibility for coverage may depend on successful verification, proper trip initiation and completion, lawful use, timely reporting, truthful disclosures, and compliance with insurer instructions.
4. Coverage may be reduced, denied, avoided, or forfeited where the user breaches these Terms, gives false information, permits unauthorized driving, drives under the influence, uses the vehicle illegally, tampers with telematics, or otherwise falls within an exclusion.
5. Tweggo may collect premiums, arrange policy enrolment, display summaries, facilitate claims communication, and enforce provider requirements, but does not guarantee claim payment or coverage scope.

## **19. Reviews, Communications and Marketplace Conduct**

*Tweggo aims to maintain a trusted, respectful marketplace.*

1. Users may communicate through approved channels and may leave ratings, reviews, feedback, or support records after bookings.
2. Users must be respectful and must not use hate speech, threats, harassment, extortion, discrimination, blackmail, obscene content, impersonation, or abusive conduct toward any other user, partner, or Tweggo personnel.
3. Reviews and messages must be truthful, relevant, and non-defamatory. Tweggo may remove content that is abusive, false, unlawful, manipulative, privacy-invasive, or otherwise harmful to the Platform.
4. Tweggo may monitor and preserve communications where permitted by law for fraud prevention, service quality, claims, legal compliance, or dispute handling.

## **20. Suspension, Delisting, Withholding, Penalties and Enforcement**

*Tweggo may take enforcement action to protect safety, trust, compliance, and platform integrity.*

1. Tweggo may suspend or terminate accounts, cancel future bookings, delist vehicles, block features, withhold payouts, refuse claims support, or retain deposits where a user breaches these Terms or where risk, fraud, legal, insurance, or payment concerns reasonably justify intervention.
2. Examples include false identity, unauthorized driving, off-platform transactions, repeated cancellations, repeated complaints, unsafe vehicles, non-payment, telematics tampering, threatening behaviour, fraudulent claims, document forgery, chargeback abuse, or attempts to circumvent the Platform.
3. Tweggo may apply reasonable administrative penalties, recovery fees, towing or retrieval costs, deep-cleaning fees, smoking fees, lost-key fees, device replacement fees, and other charges disclosed in-product, in policy schedules, or in these Terms.
4. Tweggo may withhold Host earnings where required to offset refunds, claims, chargebacks, taxes, telematics fees, or unresolved disputes.
5. Enforcement decisions may be temporary or permanent and may be based on internal risk models, partner requirements, legal obligations, or evidence available to Tweggo.

## **21. Intellectual Property, Branding and Platform Content**

*Tweggo retains all rights in and to the Platform and brand assets except as expressly licensed.*

1. The Platform, software, source or object code, interface designs, logos, trademarks, service marks, business names, analytics, pricing logic, photographs created by Tweggo, text, graphics, databases, and all related intellectual property belong to Tweggo or its licensors.
2. Users receive a limited, revocable, non-exclusive, non-transferable licence to use the Platform solely for its intended marketplace purpose and subject to these Terms.
3. Users may not copy, scrape, crawl, decompile, reverse engineer, reproduce, republish, sell, sublicense, exploit, or create derivative works from the Platform or Tweggo content except to the extent mandatory law expressly permits.
4. Where Hosts upload photos, listing text, or other content, they grant Tweggo a worldwide, royalty-free licence for hosting, display, moderation, marketing, support, investigation, and marketplace operation purposes during the term of the relationship and for a reasonable period thereafter where necessary for legal, archival, or dispute purposes.
5. If Tweggo permits host vehicle branding or Tweggo branding, installation, placement, and removal shall be subject to Tweggo's written or in-product rules.

## **22. Privacy, Data Processing, Consents and Cross-Border Data Use**

*Tweggo processes personal data for lawful marketplace purposes and in accordance with applicable data protection law.*

1. Tweggo may process identity data, licence data, vehicle data, trip records, payment data, location data, telematics, communications, support records, device data, fraud signals, and claims information for onboarding, risk assessment, booking, payments, compliance, incident handling, insurance interface, analytics, safety, and service improvement.
2. Users consent where consent is required and acknowledge that other lawful bases may also apply, including contract performance, legal obligation, legitimate interests, vital interests, fraud prevention, and the establishment, exercise, or defence of legal claims.
3. Tweggo may share relevant data with Hosts, Renters, insurers, brokers, roadside providers, payment processors, KYC providers, regulators, law enforcement, courts, and professional advisers where reasonably necessary and lawful.

4. Where Tweggo operates across African markets or uses regional or international service providers, personal data may be transferred across borders subject to applicable transfer safeguards, contractual protections, regulatory permissions, or other lawful transfer mechanisms.
5. Users must not misuse other users' personal data received through the Platform and may use it only to the extent necessary for the specific booking or legal process.

## **23. Disclaimers, Platform Availability and Limitation of Liability**

*The Platform is provided on an as-available basis subject to planned and unplanned interruptions.*

1. Tweggo does not guarantee uninterrupted availability, error-free software, real-time telematics continuity, continuous network coverage, or that every booking request will result in a completed trip.
2. To the maximum extent permitted by law, Tweggo disclaims all implied warranties not expressly stated in these Terms, including implied warranties of merchantability, fitness for purpose, title, and non-infringement.
3. Tweggo is not liable for the conduct of Hosts, Renters, additional drivers, passengers, insurers, roadside providers, mechanics, payment processors, or other third parties except to the extent liability cannot lawfully be excluded.
4. To the fullest extent permitted by law, Tweggo shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or for loss of profit, revenue, goodwill, data, opportunity, or reputation arising out of or connected with the Platform, bookings, or vehicle use.
5. Where law permits a monetary cap, Tweggo's aggregate liability relating to a claim shall not exceed the greater of the total service fees retained by Tweggo for the booking giving rise to the claim or KES 100,000, unless a different mandatory minimum or non-excludable liability applies.
6. Nothing in these Terms excludes liability for death or personal injury caused by Tweggo's gross negligence or willful misconduct, fraud, or any other liability that cannot legally be excluded or limited.

## **24. Indemnities and User Responsibility**

*Users are responsible for the consequences of their own acts, omissions, and breaches.*

1. Each user shall defend, indemnify, and hold harmless Tweggo, its directors, officers, employees, affiliates, contractors, insurers, and partners from and against claims, losses, damages, penalties, liabilities, costs, and expenses, including reasonable legal fees, arising from the user's breach of these Terms, unlawful conduct, negligent conduct, listing inaccuracies, unsafe vehicle condition, unauthorized driving, misuse of personal data, violation of third-party rights, traffic offences, or off-platform arrangements.
2. Where multiple users contribute to a loss, liability may be apportioned by Tweggo or by a competent tribunal according to available evidence and applicable law.

## **25. Force Majeure**

*Tweggo shall not be liable for delay, disruption, or failure to perform resulting from events beyond its reasonable control.*

1. Force majeure events include natural disasters, floods, fire, epidemic or pandemic events, civil disorder, war, terrorism, labour disruption, fuel shortage, power outages, cyberattacks, telecommunications outages, government action, court orders, insurer embargoes, or third-party platform failures.
2. Tweggo may suspend, reschedule, limit, or terminate services affected by a force majeure event without liability except where mandatory law requires otherwise.

## **26. Amendments, Service Changes and Termination**

*Tweggo may evolve its services, policies, fee structure, technology, and geographical coverage over time.*

1. Tweggo may amend these Terms by posting an updated version on the Platform, by in-app notice, email, SMS, dashboard notice, or any other reasonable method.
2. Unless mandatory law requires a longer period, amendments will become effective on the date specified in the notice. Continued use of the Platform after the effective date constitutes acceptance.
3. Tweggo may discontinue services, features, integrations, categories, or market availability, and may terminate or pause operations in any city, country, or segment.
4. Users may close their accounts at any time, but closure does not affect accrued rights, liabilities, unpaid charges, open claims, dispute rights, audit rights, or data retention obligations.

## **27. Governing Law, Jurisdiction and Dispute Resolution**

*Tweggo's contractual home jurisdiction is Kenya, while recognizing that mandatory local laws may apply to trips or operations occurring in other African countries.*

1. These Terms shall be governed by and construed in accordance with the laws of Kenya, unless mandatory law in the place of operation requires another law to apply to a specific issue.
2. The courts of Kenya shall have primary jurisdiction over disputes arising from or connected with these Terms, the Platform, or any booking, subject to any non-waivable local consumer, insurance, labour, transport, or data protection rights in another country of operation.
3. Before commencing court proceedings, the parties should first attempt good-faith resolution through Tweggo support and, where appropriate, mediation or another alternative dispute process agreed in writing.
4. Nothing prevents Tweggo from seeking urgent injunctive, preservative, tracing, recovery, or enforcement relief in any competent court where assets, evidence, users, or vehicles are located.

## **28. Notices and Contact Information**

*Formal and operational notices may be sent electronically unless law requires another mode.*

1. Tweggo may send notices by in-app notification, dashboard message, email, SMS, WhatsApp, or any contact method provided in the user's account.
2. Users are responsible for monitoring their registered communication channels and ensuring that contact details remain current.
3. Formal notices to Tweggo should be sent to its registered office and legal contact details published on the Platform or otherwise provided by Tweggo.
4. General contact details: Tweggo Networks Limited, [Insert Registered Address], Kenya. Email: [Insert Email]. Website: [Insert URL].

## **29. General Provisions**

*These Terms contain the entire agreement between the parties relating to the Platform unless supplemented by an express written agreement.*

1. If any provision is held invalid or unenforceable, the remainder shall continue in full force to the extent possible.
2. Tweggo's failure to enforce any right or provision at any time shall not constitute a waiver.

- 3.** Users may not assign, transfer, charge, or otherwise dispose of their rights or obligations under these Terms without Tweggo's prior written consent. Tweggo may assign or transfer its rights and obligations to an affiliate, successor, acquirer, or financing vehicle.
- 4.** Headings are for convenience only and do not affect interpretation.
- 5.** In these Terms, references to the singular include the plural and vice versa; references to any gender include all genders; and references to law include amendments, re-enactments, regulations, and successor instruments.

## Appendix A. Tweggo Smart Pricing Logic Summary

*This appendix summarizes the commercial logic currently intended for launch and should be read together with in-product pricing displays, host pricing controls, and future pricing updates.*

Pricing Element	Current Tweggo Launch Configuration
Host-set base rate	Host sets the Daily Rate for each vehicle, subject to Tweggo-approved ranges, promotions, and smart-pricing rules where enabled.
Minimum booking	Three (3) hours.
Intra-day pricing band	The Daily Rate is distributed across the period from hour 3 to hour 24, with progressive weighting rather than flat hourly division.
Cycle reset	Pricing recalculates after 24:00:01 and rolls into a new twenty-four-hour cycle.
Possible add-ons	Trip insurance, delivery or pick-up, optional extras, fuel recovery, charging recovery, car wash or cleaning fees, tolls, parking, fines administration, and claims-related costs.
Fuel recovery	Where available, IoT tools may calculate fuel variance and apply the day's configured fuel price or another disclosed rate.
Car wash / dirt fee	Where Tweggo AI or evidence review detects dirt beyond ordinary use, a cleaning or car wash fee may be applied.
Current commercial fees	18% platform commission, VAT at 16% on the commission component where chargeable, and a 2% service fee, unless revised by Tweggo.

## Appendix B. Kenyan Legal and Regulatory Framework

*The following laws and regulatory instruments should inform interpretation, platform compliance, and local implementation for Tweggo's Kenya operations. This appendix is descriptive and does not limit any other law that may apply.*

Kenyan Law / Instrument	Relevance to Tweggo
Constitution of Kenya, 2010	Consumer rights, privacy, fair administrative action, access to justice, and general constitutional standards relevant to digital marketplace conduct.
Consumer Protection Act, 2012	Consumer disclosures, unfair practices, contract fairness, and consumer remedies.
Traffic Act (Cap. 403)	Driver licensing, road-use offences, vehicle operation, traffic enforcement, and road safety obligations.
National Transport and Safety Authority Act, 2012	Regulatory framework for transport and road safety administration, including NTSA oversight functions.
Insurance Act (Cap. 487)	Insurance regulation, licensed insurer requirements, and statutory insurance framework.
Data Protection Act, 2019	Processing of personal data, data subject rights, lawful bases, security, cross-border transfers, and enforcement.
Data Protection (General) Regulations, 2021 and related regulations	Operational data protection compliance, complaints, registration, breach handling, and transfer rules.
Computer Misuse and Cybercrimes Act, 2018	Cybersecurity, unauthorized access, digital fraud, system abuse, and incident response issues.

Evidence Act (including provisions on electronic records)	Admissibility and presumptions relating to electronic records, agreements, signatures, and digital evidence.
Kenya Information and Communications Act, 1998 as amended	Electronic transactions framework and consumer-protection implications for digital services.

## Appendix C. African Expansion Framework

*For operations outside Kenya, Tweggo may issue country supplements, insurer appendices, product notices, or local policy schedules. In each operating country, mandatory local law may apply to matters such as licensing, consumer protection, insurance placement, taxation, payment services, data protection, telematics, employment classification, and dispute forums.*

- Where Tweggo launches in another African country, Tweggo may publish a Country Supplement that prevails over these Terms solely to the extent of any inconsistency for trips in that country.
- Tweggo may require local currency pricing, locally licensed insurance placement, local identity checks, country-specific tax treatment, and local claims administration.
- If local law requires a different governing law, forum, cooling-off rule, insurance disclosure, or consumer notice, Tweggo may amend or localize the applicable terms without affecting other markets.