

# KwanzaPay User Agreement

Updated: November 7, 2024

This KwanzaPay User Agreement ("Agreement") is a contract between you and KwanzaPay Limited ("KwanzaPay", "we," or "us"). By using the website, kwanzapay.com, and any associated websites, APIs, mobile applications, or retail products and/or services (collectively the "KwanzaPay Site & Services"), you agree to be legally bound to this Agreement and acknowledge that you have read, understood, and accept all the terms and conditions contained in this Agreement, our Privacy Policy, and E-Sign Consent.

## 1. Construction and Terminology

### 1.1 Construction

The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole; (b) references to one gender include all genders; (c) "or" has the inclusive meaning frequently identified with the phrase "and/or;" (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation;" and (e) references to "hereunder", "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation, or agreement shall be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time.

### 1.2 Definitions

1.2.1 "Digital Currency" or "Digital Currencies" means any and all supported virtual currencies, cryptocurrencies, and digital assets offered through KwanzaPay Site & Services.

1.2.2 "KwanzaPay Wallet" means the Digital Currency wallet(s) that KwanzaPay provides as a service for you to store, send, and receive Digital Currency.

1.2.3 "External Wallet" means any Digital Currency wallet address outside of the KwanzaPay platform to which you may send or receive Digital Currency.

1.2.4 "Buy Price" means the price, in any fiat currency or Digital Currency, at which you may buy a supported Digital Currency from KwanzaPay.

1.2.5 "Sell Price" means the price, in any fiat currency or Digital Currency, at which you may sell a supported Digital Currency to KwanzaPay.

1.2.6 "Exchange Rate" means the price of a supported Digital Currency given in any fiat currency or Digital Currency as quoted by KwanzaPay, applicable to either Buy Price or Sell Price.

1.2.7 "Network Fee" means the fee required by the blockchain network to process Digital Currency transactions.

1.2.8 "Service Fee" means any costs and/or fees KwanzaPay charges for performing any of the KwanzaPay Services.

1.2.9 "Purchase Order" means any purchase of Digital Currency from KwanzaPay. A Purchase Order is considered active when submitted and completed when your account has been debited and Digital Currency delivered.

1.2.10 "Sale Order" means any sale of Digital Currency to KwanzaPay. A Sale Order is considered active when submitted and completed when your Digital Currency has been received and your account credited.

1.2.11 "Funding Method" means any supported method for depositing or withdrawing Fiat Currency, including but not limited to bank transfers, mobile money, and approved third-party payment services.

1.2.12 "P2P Exchange" means the peer-to-peer platform where users can trade Digital Currencies directly with other users under KwanzaPay's escrow protection.

1.2.13 "Merchant" means a verified user who has met enhanced verification requirements and is authorized to create offers to buy or sell Digital Currency on the P2P platform.

1.2.14 "Eligible Account" means an account that has successfully completed KwanzaPay's verification requirements and passed all necessary compliance checks.

1.2.15 "P2P Escrow" means the secure holding service where Digital Currency is held during a P2P transaction until both parties confirm completion.

1.2.16 "Trade Window" means the designated time period during which a P2P transaction must be completed.

1.2.17 "Trade Dispute" means a formal complaint filed by either party in a P2P transaction regarding the trade's execution.

1.2.18 "KwanzaPay Merchant" means any authorized third-party entity that offers KwanzaPay Services, including but not limited to account funding and withdrawal services.

## 2. General Use

### 2.1 Eligibility and Registration

2.1.1 Basic Requirements To register an account and use KwanzaPay Site & Services, you must be at least eighteen (18) years old. Registration requires providing your legal name, telephone number, email address, and password. You may not maintain more than one KwanzaPay account. We reserve the right, in our sole discretion, to refuse account creation, limit access, or permanently close accounts for any reason deemed necessary.

2.1.2 Account Creation Process During registration, you must:

- Provide accurate and complete information
- Create a secure password meeting our minimum requirements
- Accept this User Agreement and Privacy Policy

- Verify your email address and phone number
- Complete any additional verification steps as required

## 2.2 Identity Verification

2.2.1 Required Information KwanzaPay is legally required to collect and verify certain personal information for identity verification, regulatory compliance, and financial crime prevention. This information includes, but is not limited to:

- Full legal name
- Date of birth
- Residential address
- Government-issued identification
- Taxpayer identification number
- Contact information
- Bank account details (where applicable)

2.2.2 Enhanced Verification Merchant status requires additional verification, including:

- Enhanced identity verification
- Proof of address
- Bank account verification
- Trading history review
- Business registration (for corporate accounts)
- Source of funds documentation
- Professional references (where applicable)

2.2.3 Verification Authority You explicitly authorize KwanzaPay to:

- Verify your identity through direct or third-party inquiries
- Access and verify information in public records
- Request additional documentation as needed
- Store verification data for the account lifetime plus five years
- Share necessary information with regulatory authorities
- Update verification requirements as regulations change

## 2.3 Risk Acknowledgment

2.3.1 General Trading Risks Digital Currency operations involve significant risks, including:

- Extreme price volatility and potential total loss of funds
- Technical complications in transaction processing
- Network delays and blockchain-related issues
- Regulatory changes affecting Digital Currency usage
- Cybersecurity threats and potential platform vulnerabilities
- Market liquidity risks affecting trade execution

2.3.2 P2P Trading Specific Risks Additional risks for P2P trading include:

- Counterparty reliability and payment confirmation delays
- Payment method fraud and verification challenges
- Exchange rate fluctuations during trade windows
- Potential trade disputes and resolution processes
- Cross-border transaction complications
- Payment processing delays with certain payment methods

2.3.3 Service Availability Risks Users acknowledge that:

- Services may be interrupted for maintenance or technical issues
- Access may be restricted based on jurisdiction
- Feature availability may vary by region and verification level
- Third-party service providers may affect transaction processing
- Network conditions may impact transaction completion times
- Emergency maintenance may occur without prior notice

## 2.4 Privacy and Data Protection

2.4.1 Information Collection KwanzaPay collects, stores, and processes personal information as detailed in our Privacy Policy. We implement industry-standard security measures to protect user data and maintain confidentiality.

2.4.2 Data Usage We use collected information to:

- Verify user identity and maintain regulatory compliance
- Process transactions and provide customer support
- Detect and prevent fraud or unauthorized access
- Improve our services and user experience
- Communicate important account information
- Meet legal and regulatory requirements

2.4.3 Data Sharing KwanzaPay will never sell user information to third parties. Information sharing is limited to:

- Regulatory compliance requirements
- Law enforcement requests
- Authorized service providers
- Fraud prevention partners
- Identity verification services

## 2.5 Prohibited Use

2.5.1 Restricted Activities Users may not:

- Create multiple accounts or provide false information
- Attempt to circumvent account limits or restrictions
- Engage in market manipulation or fraudulent activities
- Use the platform for illegal purposes

- Access services from prohibited jurisdictions
- Attempt to hack or compromise platform security

2.5.2 Geographical Restrictions By accessing KwanzaPay Services, you declare that you:

- Are not listed on any sanctions lists
- Do not reside in a restricted territory
- Are not subject to economic restrictions
- Will comply with all applicable local laws
- Will not access services from prohibited locations

2.5.3 Compliance Requirements Users must:

- Maintain accurate and current account information
- Report suspicious activities
- Cooperate with compliance investigations
- Submit updated documentation when requested
- Adhere to all applicable laws and regulations
- Follow platform security guidelines

## 3. KwanzaPay Services

### 3.1 General Service Provisions

KwanzaPay Services may evolve over time as we continue to improve and expand our offerings. We reserve the right to modify, replace, or discontinue any of our services temporarily or permanently at our sole discretion, with or without notice. Access to our services is limited to Eligible Accounts in permitted jurisdictions, though certain features may be restricted based on verification level and local regulations.

The Exchange Rate for Digital Currency transactions is determined solely by KwanzaPay. Users acknowledge that Buy and Sell Prices may differ at any given time, and when using fiat currencies other than USD, users accept the foreign exchange rates provided by KwanzaPay for currency conversion. Service availability and account limits are subject to jurisdictional restrictions and verification levels.

### 3.2 Digital Currency Exchange Services

#### 3.2.1 Purchase Services

KwanzaPay facilitates the purchase of supported Digital Currencies through various payment methods. When initiating a purchase, users authorize KwanzaPay to debit their account according to the specified amount plus applicable fees. Purchase execution timing may vary based on market conditions and network status. KwanzaPay will attempt to execute purchases at the displayed price, but market fluctuations may affect final execution prices. In cases where a purchase cannot be executed at the displayed price, we will seek user approval before proceeding at the updated rate.

#### 3.2.2 Sale Services

Users may sell supported Digital Currencies through our platform, with proceeds credited to their KwanzaPay account. Sale transactions are subject to market conditions and network confirmation times. While we strive to process sales quickly, users acknowledge that various factors may affect completion time, including market liquidity and network congestion. We maintain transparency in our fee structure and will notify users of any applicable charges before transaction confirmation.

### 3.2.3 Digital Currency Transfers

Our platform supports both internal transfers between KwanzaPay users and external transfers to other blockchain addresses. Internal transfers are typically processed immediately, while external transfers require blockchain network confirmation. Users must verify destination addresses carefully, as transactions cannot be reversed once confirmed. We implement security measures for transfers, including multi-factor authentication and transaction limits based on account verification levels.

## 3.3 P2P Exchange Platform

Our peer-to-peer trading platform provides a secure environment for users to exchange Digital Currencies directly with other users. The platform incorporates comprehensive security measures, including automated escrow services and dispute resolution systems. Merchants can create customized offers with specific terms, while all users benefit from our secure transaction framework and communication system.

Trading operations are conducted through a structured process that includes order matching, payment verification, and currency release protocols. Our escrow service automatically secures Digital Currency funds during trades, releasing them only when all conditions are met and both parties confirm successful completion. The platform includes real-time market data, transaction monitoring, and secure communication channels for trade coordination.

## 3.4 Payment and Settlement Services

KwanzaPay supports various payment methods for account funding and withdrawals, including bank transfers, mobile money services, and other regional payment options. Processing times and fees vary by payment method and jurisdiction. Users must verify their payment information before initiating transactions, and all transfers are subject to our compliance verification processes.

Settlement to external wallets or bank accounts is processed according to strict security protocols. Once Digital Currency or fiat funds are sent to external addresses or accounts, KwanzaPay's obligation is considered fulfilled. Users bear responsibility for providing accurate destination information and acknowledging that transfers to incorrect addresses cannot be reversed.

## 3.5 Account Security and Access

We maintain robust security infrastructure to protect user accounts and assets. This includes multi-factor authentication, encryption protocols, and regular security audits. Users must enable all recommended security features and maintain secure access to their authentication methods. Account access may be temporarily restricted if suspicious activity is detected or security protocols are violated.

## 3.6 Service Limitations and Restrictions

### 3.6.1 Transaction Limits

Account transaction limits are determined by verification level, account history, and jurisdictional requirements. Users can view their current limits through their account dashboard and may request increases by completing additional verification steps. We reserve the right to adjust limits based on risk assessment, compliance requirements, or other factors we deem relevant.

### 3.6.2 Service Availability

While we strive to maintain continuous service availability, users acknowledge that access may be affected by scheduled maintenance, technical updates, or unforeseen circumstances. Critical system updates may be implemented without prior notice when necessary for security or operational purposes. Users will be notified of planned maintenance through appropriate communication channels.

### 3.6.3 Network Conditions

Transaction processing times may vary based on blockchain network conditions, including congestion and fee fluctuations. KwanzaPay provides estimated completion times but cannot guarantee specific processing speeds for network-dependent operations. Users acknowledge these inherent limitations and accept that timing variations are beyond our direct control.

## 4. Account Use and Security

### 4.1 Account Security Responsibilities

Users bear full responsibility for maintaining the security and integrity of their KwanzaPay accounts. This encompasses the protection of all account access credentials, including passwords, two-factor authentication codes, and recovery information. Account security extends beyond basic login credentials to include the safeguarding of API keys, wallet addresses, payment method details, and any other sensitive account information. Users must implement comprehensive security practices, including regular password updates and enabling all available security features.

The protection of account access extends to the security of devices and networks used to access KwanzaPay services. Users should maintain updated security software, use trusted networks, and exercise caution when accessing their accounts from public or shared devices. Any suspected security breach or unauthorized access must be reported immediately to our support team for investigation and remediation.

### 4.2 Security Protocols and Best Practices

#### 4.2.1 Authentication Requirements

All accounts must maintain multi-factor authentication for sensitive operations. This includes, but is not limited to, large transactions, security setting changes, and account information updates. Users must secure both their primary and secondary authentication methods, such as email accounts and mobile devices used for verification codes. The loss or

compromise of any authentication method should be reported immediately to prevent unauthorized access.

## 4.2.2 Transaction Security

Every transaction requires appropriate verification based on its nature and value. High-value transactions may require additional security steps, including manual review and enhanced verification. Users must verify all transaction details, including wallet addresses and payment information, before confirmation. The platform implements mandatory waiting periods for certain high-risk transactions to allow for security verification and fraud prevention.

## 4.2.3 Session Management

Account sessions are monitored for suspicious activity and automatically terminated after periods of inactivity. Users should properly log out after each session, especially when using shared or public devices. The system maintains logs of account access and significant actions for security purposes. Simultaneous access from multiple locations may trigger security alerts and temporary account restrictions.

# 4.3 Account Restrictions and Enforcement

## 4.3.1 Violation Monitoring

Our security systems continuously monitor for potential violations of platform policies and security protocols. This includes automated detection of suspicious patterns, unusual transaction behavior, and potential security breaches. Users found in violation of security policies may face immediate account restrictions, ranging from temporary holds to permanent closure, depending on the severity of the violation.

## 4.3.2 Account Suspension

KwanzaPay reserves the right to suspend or restrict account access when necessary to protect platform security or comply with regulatory requirements. Suspension triggers may include:

Suspected unauthorized access or fraudulent activity requires immediate security intervention. In such cases, account access is restricted while our security team conducts a thorough investigation. Users must cooperate with these investigations by providing requested information and documentation to restore account access.

Technical or compliance violations that pose risks to platform integrity warrant temporary suspension pending resolution. This includes violations of transaction limits, unusual trading patterns, or failure to maintain required security protocols. Users receive notification of such suspensions and must address the underlying issues to reinstate full account access.

Regulatory compliance concerns or legal requirements may necessitate account suspension. This includes responses to law enforcement requests, suspected financial crimes, or violations of applicable regulations. The duration and terms of such suspensions depend on the nature of the compliance concern and user cooperation in resolution.

# 4.4 Account Recovery and Restoration

## 4.4.1 Recovery Procedures



Account recovery processes are available for users who lose access to their authentication methods or suspect security compromises. These procedures require comprehensive identity verification to prevent unauthorized account access.

Users must follow established recovery protocols and provide required documentation to regain account access.

#### 4.4.2 Security Reinstatement

Following security incidents or account recoveries, users must reestablish security measures before regaining full account functionality. This may include:

A thorough security review ensures all access points are secured and unauthorized access is prevented. Users must verify and update all security settings, including password changes and two-factor authentication reconfiguration.

Additional security measures may be required based on the nature of the security incident.

Account access is restored gradually, with initial restrictions on high-risk functions to ensure account security. Users must demonstrate consistent secure behavior and maintain updated security protocols to retain full account privileges. Regular security audits may be required to maintain unrestricted account access.

### 4.5 Permanent Account Closure

#### 4.5.1 Voluntary Closure

Users may request permanent account closure at any time by contacting our support team. This process requires completion of any pending transactions and withdrawal of remaining funds. Users must verify their identity and authority to close the account through our established security protocols. Account closure requests are processed according to compliance requirements and security verification procedures.

#### 4.5.2 Involuntary Termination

KwanzaPay may permanently close accounts for severe or repeated violations of our terms and policies. This includes cases of fraud, illegal activity, or persistent security violations. Users receive notification of involuntary termination unless prohibited by law or security requirements. The process includes provisions for the return of eligible funds subject to applicable laws and regulations.

## 5. Dispute Resolution and Customer Support

### 5.1 General Dispute Framework

KwanzaPay maintains a structured dispute resolution system designed to address various types of user concerns efficiently and fairly. This framework encompasses both transaction-related disputes and platform usage issues. All disputes are handled according to established procedures that ensure thorough investigation while maintaining user privacy and security. Users agree to cooperate with investigation processes by providing accurate information and necessary documentation in a timely manner.

## 5.2 Transaction Disputes

### 5.2.1 Wallet Transaction Disputes

When users encounter issues with wallet transactions, including delayed processing, failed deposits, or withdrawal concerns, our resolution process begins with immediate technical review. Users must submit detailed information about the transaction, including transaction IDs, timestamps, and any relevant screenshots or documentation. Our technical team conducts thorough investigations of network conditions, transaction parameters, and system logs to determine the cause of any issues.

Resolution timeframes for wallet transaction disputes vary based on complexity and external dependencies. Standard processing issues typically resolve within 24-48 hours, while more complex cases involving blockchain network investigations may require additional time. Users receive regular updates throughout the resolution process and maintain access to support channels for inquiries.

### 5.2.2 P2P Trade Disputes

Disputes related to peer-to-peer trades require comprehensive evidence submission from all involved parties. The dispute process must be initiated within the designated trade window and include all relevant documentation. This documentation typically encompasses payment confirmations, communication logs, and transaction records. Our dispute resolution team reviews all submitted evidence impartially to determine appropriate resolution actions.

The P2P dispute resolution process follows structured timelines:

- Standard disputes undergo resolution within three business days
- Complex cases requiring extensive investigation may extend to 5-7 business days
- Emergency cases receive priority handling with 24-hour response targets
- Appeals of dispute decisions must be filed within two business days of the original decision

## 5.3 Resolution Procedures

### 5.3.1 Investigation Process

Our dispute resolution team conducts thorough investigations of all submitted claims, examining transaction records, communication logs, and platform data. The investigation process includes verification of submitted evidence, analysis of transaction patterns, and review of relevant account histories. All parties receive equal opportunity to present evidence and explain their positions.

During investigations, temporary measures may be implemented to prevent further complications. These measures can include transaction holds, temporary trading restrictions, or account access limitations. Such restrictions remain in place until the dispute reaches resolution or risk factors are adequately addressed.

### 5.3.2 Resolution Outcomes

Resolution decisions are based on collected evidence, platform policies, and applicable regulations. Possible outcomes include transaction reversals, compensation adjustments, or maintenance of original transaction status. All parties receive detailed explanations of resolution decisions, including the reasoning behind the determination and any required actions.

## 5.4 Customer Support Services

### 5.4.1 Support Channels

KwanzaPay provides multiple support channels to address user needs effectively. Our primary support channels include:

The ticket support system allows for detailed issue tracking and documentation. Users can submit inquiries through their account dashboard, attaching relevant documentation and maintaining clear communication records. Response times vary based on issue priority and complexity, with emergency cases receiving expedited handling.

Live support channels operate during designated hours to address urgent concerns and provide immediate assistance when needed. These channels maintain strict security protocols to protect user information while delivering efficient support services.

### 5.4.2 Response Protocols

Support inquiries receive prioritization based on urgency and impact. Critical issues affecting account security or funds accessibility receive immediate attention, while general inquiries follow standard response timeframes. Users receive acknowledgment of their support requests, including estimated response times and any immediate steps they should take.

## 5.5 Appeal Procedures

### 5.5.1 Dispute Appeals

Users maintaining disagreement with dispute resolutions may submit formal appeals within specified timeframes. Appeals must include new evidence or demonstrate clear oversight in the original resolution. The appeal process involves review by senior support staff and may require additional documentation or clarification from involved parties.

### 5.5.2 Decision Finality

Appeal decisions represent the final determination on disputed matters. These decisions take into account all available evidence, policy requirements, and regulatory obligations. While users maintain the right to pursue external legal remedies, platform-level dispute resolutions conclude with appeal decisions.

## 5.6 Record Maintenance

KwanzaPay maintains comprehensive records of all disputes, resolutions, and appeals in accordance with regulatory requirements. These records include all submitted evidence, communication logs, and decision documentation. Users can access their dispute histories through their account dashboards, maintaining transparency in the resolution process.

# 6. Legal Compliance and Regulatory Requirements

## 6.1 Regulatory Framework

KwanzaPay operates within a comprehensive regulatory framework designed to ensure compliance with applicable laws and regulations across all jurisdictions where we provide services. Our compliance program integrates international standards for digital asset services with local regulatory requirements, creating a robust framework that protects users while facilitating legitimate transactions.

## 6.2 Anti-Money Laundering (AML) Compliance

### 6.2.1 Program Structure

Our AML program encompasses comprehensive measures to detect and prevent financial crimes. This includes systematic transaction monitoring, risk assessment protocols, and detailed record-keeping procedures. The program maintains dynamic adaptation to emerging threats and regulatory changes, ensuring continuous compliance with international standards and local requirements.

### 6.2.2 User Obligations

Users must comply with all AML requirements, including accurate information provision and prompt responses to verification requests. This encompasses initial verification procedures and ongoing monitoring requirements. Users must maintain current and accurate account information, updating records promptly when changes occur. Failure to meet these obligations may result in account restrictions or closure.

### 6.2.3 Transaction Monitoring

KwanzaPay implements sophisticated transaction monitoring systems to identify suspicious activities and ensure compliance with regulatory requirements. This system analyzes transaction patterns, user behavior, and risk indicators to maintain platform integrity. Users acknowledge that transactions may undergo review processes, potentially affecting processing times for higher-risk activities.

## 6.3 Know Your Customer (KYC) Requirements

### 6.3.1 Verification Levels

Our KYC program operates on a tiered verification system, with requirements increasing based on account activity and risk levels. Each tier maintains specific documentation requirements and transaction limits:

Base verification requires fundamental identity documentation and enables basic platform functionality. Advanced verification levels incorporate additional documentation requirements and enable expanded service access. Corporate accounts and merchant status require comprehensive verification, including business documentation and ownership structure verification.

## 6.3.2 Documentation Requirements

Users must provide accurate and current documentation to maintain their verification status. Required documentation varies by verification level but may include:

Government-issued identification serves as the foundation for identity verification, supplemented by proof of address and additional supporting documents as required. Business users must provide registration documents, ownership information, and regulatory compliance certifications. All documents undergo thorough verification processes to ensure authenticity and compliance with regulatory standards.

## 6.4 Data Protection and Privacy

### 6.4.1 Information Handling

KwanzaPay maintains strict protocols for handling user information in compliance with international data protection standards. This includes secure storage systems, encrypted transmission protocols, and restricted access controls. User data receives protection throughout its lifecycle, from collection through disposal, with regular security audits ensuring continued compliance.

### 6.4.2 Regulatory Reporting

We maintain necessary reporting procedures to comply with regulatory requirements while protecting user privacy. This includes mandatory transaction reporting, regulatory inquiries, and compliance certifications. Users acknowledge that certain information may require sharing with regulatory authorities as legally mandated.

## 6.5 Tax Compliance

### 6.5.1 User Responsibilities

Users bear sole responsibility for tax compliance related to their platform activities. This includes maintaining necessary records, reporting transactions, and remitting required taxes to appropriate authorities. KwanzaPay provides transaction records to support tax compliance but does not offer tax advice or filing services.

### 6.5.2 Information Reporting

KwanzaPay complies with all applicable tax reporting requirements, including providing necessary documentation to users and regulatory authorities. Users receive annual transaction summaries and other required tax documents according to applicable regulations. These documents maintain accuracy based on platform records and user-provided information.

## 6.6 Regulatory Updates

### 6.6.1 Compliance Adaptations

KwanzaPay maintains continuous monitoring of regulatory changes affecting our services and implements necessary updates to ensure ongoing compliance. This includes modifications to verification requirements, transaction protocols, and reporting procedures. Users receive notification of significant changes affecting their account usage or obligations.

## 6.6.2 User Impact

Regulatory changes may necessitate additional information collection, modified procedures, or service adjustments. Users agree to comply with updated requirements within specified timeframes to maintain account access. This includes providing additional documentation, updating account information, or adjusting usage patterns to align with new regulations.

## 6.7 International Compliance

### 6.7.1 Cross-Border Transactions

International transactions must comply with regulations in all relevant jurisdictions. This includes sender and recipient locations, intermediary jurisdictions, and applicable international standards. Users acknowledge that cross-border transactions may undergo additional scrutiny and require supplementary documentation.

### 6.7.2 Jurisdictional Restrictions

Service availability and features vary by jurisdiction based on local regulations and compliance requirements. Users must comply with restrictions applicable to their location and transaction types. KwanzaPay maintains the right to modify or restrict services based on regulatory requirements or risk assessments.

# 7. Platform Modifications and Service Changes

## 7.1 Service Evolution

### 7.1.1 Platform Development

KwanzaPay maintains ongoing platform development to enhance service quality and adapt to market requirements. This evolution encompasses technical improvements, security upgrades, and feature additions designed to better serve our user base. Platform development follows structured processes that prioritize system stability and user experience while implementing necessary improvements.

### 7.1.2 Feature Modifications

We reserve the right to modify, add, or remove platform features as necessary for operational efficiency and regulatory compliance. Such modifications may affect service availability, user interfaces, or transaction processes. While we strive to minimize disruption, users acknowledge that service characteristics may change over time to accommodate platform evolution and market demands.

## 7.2 Amendment Procedures

### 7.2.1 Agreement Updates

KwanzaPay may amend this Agreement and related policies to reflect service changes, regulatory requirements, or operational needs. These amendments follow a structured process that includes:

Notification to users through appropriate communication channels, providing reasonable time for review and consideration. Material changes receive prominence in notifications, with clear explanations of modifications and their potential impact on user services. Users maintain the right to review and accept or reject significant changes affecting their service usage.

### 7.2.2 Implementation Process

Changes to the Agreement or platform policies implement through systematic processes that ensure clear communication and smooth transition. Critical changes affecting user operations receive detailed documentation and support resources to facilitate adaptation. Users receive sufficient notice of impending changes, allowing appropriate preparation for any required adjustments to their platform usage.

## 7.3 Service Continuity

### 7.3.1 Operational Changes

Platform operations may undergo modifications to enhance efficiency or address emerging needs. These changes may affect:

Processing times and procedures for various transaction types, requiring user adaptation to new workflows or requirements. System interfaces and interaction methods, potentially necessitating updates to user interaction patterns. Service availability windows and maintenance schedules, coordinated to minimize user impact.

### 7.3.2 Technical Requirements

Users must maintain compliance with updated technical requirements to ensure continued service access. This includes:

Software compatibility requirements for platform access and secure operations. Hardware specifications necessary for optimal service utilization. Security protocol adherence for maintained account access and transaction processing.

## 7.4 Service Termination

### 7.4.1 User-Initiated Termination

Users may terminate their platform relationship through established procedures that protect both user interests and platform security. The termination process includes:

Account closure requests receive thorough verification to prevent unauthorized termination. Outstanding transactions undergo proper resolution before account closure completion. User funds receive appropriate handling according to regulatory requirements and platform policies.

## 7.4.2 Platform-Initiated Termination

KwanzaPay maintains the right to terminate services to users based on specific criteria, including:

Regulatory compliance requirements that necessitate service discontinuation. Security concerns that cannot resolve through standard protocols. Persistent violation of platform policies or user agreements. Extended periods of account inactivity or abandonment.

## 7.5 Impact Management

### 7.5.1 Transition Support

For significant service changes or terminations, KwanzaPay provides appropriate support to affected users, including:

Clear documentation of necessary user actions and available alternatives. Technical support for transition-related issues or concerns. Assistance with funds withdrawal or account closure procedures when required.

### 7.5.2 Data Handling

Upon service modification or termination, user data receives handling in accordance with:

Regulatory requirements for data retention and protection. Platform policies regarding user information management. User preferences and rights regarding personal data handling.

## 7.6 Communication Protocols

### 7.6.1 Change Notifications

Significant platform changes receive communication through established channels, providing:

Advance notice of impending modifications when operationally feasible. Detailed explanation of changes and their potential impact on users. Clear timelines for implementation and any required user actions.

### 7.6.2 User Response Requirements

Users maintain responsibility for:

Reviewing and acknowledging important platform notifications. Taking necessary actions within specified timeframes. Maintaining updated contact information for receiving critical communications.

# 8. Electronic Communications and Documentation

## 8.1 Communication Consent



### 8.1.1 Electronic Delivery Agreement

By accepting this Agreement, users expressly consent to receive all communications from KwanzaPay electronically. This comprehensive electronic communication system encompasses all platform-related notifications, including legal agreements, transaction confirmations, account statements, and security alerts. Users acknowledge that electronic communications constitute official notice for all platform-related matters and maintain the same validity as paper communications.

### 8.1.2 Scope of Communications

Electronic communications from KwanzaPay include, but are not limited to:

Legal documentation and agreement updates receive secure electronic delivery, ensuring users maintain access to current platform policies. Transaction records and account statements provide detailed activity documentation through secure electronic channels. Security notifications and alert systems deliver time-sensitive information regarding account status and potential concerns. Marketing communications and service updates offer information about platform developments and opportunities, subject to user preferences.

## 8.2 Technical Requirements

### 8.2.1 System Requirements

Users must maintain adequate technical capabilities to receive and access electronic communications. These requirements include:

A reliable internet connection capable of supporting secure data transmission and platform access serves as the foundation for electronic communication. Updated web browsers with current security protocols ensure proper display and interaction with platform interfaces. Sufficient device storage capacity allows proper handling and retention of electronic communications and documentation.

### 8.2.2 Software Compatibility

Users must maintain compatible software systems for full platform functionality, including:

Current PDF reading capabilities enable access to formatted documentation and statements. Email client functionality supports secure communication reception and management. Mobile application compatibility allows access to platform features through various devices.

## 8.3 Access and Retention

### 8.3.1 Documentation Access

Users maintain continuous access to platform documentation through their account dashboard, including:

Historical transaction records remain available for reference and documentation purposes. Account statements provide comprehensive activity summaries and balance information. Platform agreements and policy documents maintain accessibility throughout the user relationship.

## 8.3.2 Retention Responsibilities

Users bear responsibility for maintaining appropriate records of platform activities, including:

Local storage of important platform communications and documentation ensures continued access to critical information.

Regular review and organization of received communications maintain proper record-keeping practices. Backup procedures protect against loss of important platform-related information.

## 8.4 Communication Management

### 8.4.1 Delivery Confirmation

Electronic communications receive considered delivered and effective upon:

Transmission to the user's registered email address for email communications. Posting to the user's account dashboard for platform-based notifications. Push notification delivery for mobile application alerts, when enabled.

### 8.4.2 User Responsibilities

Users maintain responsibility for:

Regular monitoring of registered communication channels ensures timely receipt of important notifications. Prompt review of received communications enables appropriate response to platform updates or requirements. Maintenance of current contact information supports reliable communication delivery.

## 8.5 Communication Preferences

### 8.5.1 Preference Management

Users may manage certain communication preferences through their account settings, including:

Marketing communication frequency and content preferences allow customization of non-essential notifications. Alert settings enable customization of security and transaction notifications. Communication channel preferences specify primary and secondary contact methods.

### 8.5.2 Required Communications

Certain platform communications remain mandatory regardless of preference settings, including:

Security alerts and account status notifications maintain consistent delivery for user protection. Legal and regulatory updates require acknowledgment regardless of communication preferences. Transaction confirmations and account statements provide essential activity documentation.

## 8.6 Communication Security

### 8.6.1 Security Measures

KwanzaPay implements comprehensive security measures for electronic communications, including:

Encryption protocols protect sensitive information during transmission and storage. Authentication requirements ensure appropriate access to secure communications. Monitoring systems detect and prevent unauthorized communication access.

## 8.6.2 User Security Responsibilities

Users must maintain appropriate security practices regarding platform communications, including:

Protection of access credentials prevents unauthorized review of secure communications. Proper device security ensures safe handling of received platform information. Prompt reporting of security concerns enables appropriate protective measures.

# 9. Service Availability and Support

## 9.1 Platform Accessibility

### 9.1.1 Service Hours

KwanzaPay strives to maintain continuous platform availability while acknowledging necessary maintenance periods and potential technical interruptions. Core wallet services operate on a 24/7 basis, subject to scheduled maintenance windows and emergency system requirements. Trading services and support functions maintain specific operational hours based on regional requirements and market conditions.

### 9.1.2 System Maintenance

Regular system maintenance ensures optimal platform performance and security. Scheduled maintenance receives advance notification through appropriate communication channels, with estimated duration and potential service impacts clearly communicated. Emergency maintenance may occur without prior notice when necessary to address critical system requirements or security concerns.

## 9.2 Regional Availability

### 9.2.1 Jurisdictional Coverage

Service availability varies by region based on regulatory requirements and operational capabilities. Each jurisdiction maintains specific service offerings and features aligned with local regulations and market conditions. Users access services appropriate to their verified location and compliance status, with certain features restricted based on regional requirements.

### 9.2.2 Regional Restrictions

Specific features or services may be unavailable in certain jurisdictions due to:

Local regulatory requirements that restrict certain financial services or trading activities. Operational limitations affecting service delivery in specific regions. Market conditions that impact service viability or risk management requirements. Users acknowledge that service availability may change based on regulatory developments or operational requirements.

## 9.3 Support Services

### 9.3.1 Support Structure

Our customer support system provides comprehensive assistance through multiple channels:

Technical support addresses platform functionality and access issues through structured resolution processes. Transaction support handles specific transaction-related inquiries and concerns. Account support manages account access and verification requirements. Compliance support assists with regulatory and documentation requirements.

### 9.3.2 Support Access

Users may access support services through established channels:

The online help center provides self-service resources and documentation for common issues. Ticket-based support enables detailed issue tracking and resolution management. Emergency support channels address critical account or security concerns.

## 9.4 Service Quality

### 9.4.1 Performance Standards

KwanzaPay maintains high standards for service delivery and performance:

Transaction processing meets established speed and reliability benchmarks under normal conditions. Platform responsiveness supports efficient user interaction and operation. Security measures ensure consistent protection of user assets and information.

### 9.4.2 Quality Monitoring

Continuous monitoring systems track service performance and identify potential improvements:

Regular performance assessments evaluate service delivery against established standards. User feedback integration supports service enhancement and problem resolution. System metrics guide ongoing platform optimization and development.

## 9.5 Service Interruptions

### 9.5.1 Planned Interruptions

Scheduled service interruptions receive management through structured processes:

Advance notification provides users with appropriate preparation time. Impact minimization strategies reduce user disruption during maintenance periods. Alternative service channels maintain essential functionality when available.

### 9.5.2 Unplanned Interruptions

System responses to unexpected service interruptions include:

Rapid assessment and response protocols address service disruptions. User communication provides status updates and estimated resolution times. Recovery procedures restore service functionality according to established priorities.

## 9.6 Support Standards

### 9.6.1 Response Times

Support inquiries receive attention according to established priority levels:

Critical issues affecting account access or fund security receive immediate attention. Standard inquiries follow structured response timeframes based on issue type. Complex issues may require extended investigation and resolution periods.

### 9.6.2 Resolution Process

Support resolution follows systematic procedures ensuring thorough issue handling:

Initial assessment determines appropriate response level and support requirements. Investigation processes gather necessary information for effective resolution. Solution implementation follows verified procedures ensuring proper issue resolution.

# 10. Final Provisions and Appendices

## 10.1 Agreement Interpretation

### 10.1.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Kenya, without regard to conflicts of law principles. Users acknowledge that their use of KwanzaPay Services must comply with all applicable local laws and regulations. This governance extends to all aspects of the platform relationship, including transaction processing, dispute resolution, and regulatory compliance.

### 10.1.2 Severability

Should any provision of this Agreement be determined invalid or unenforceable, such determination shall not affect the validity of other provisions. Invalid provisions shall be replaced with valid provisions that best fulfill the original intent. The remaining provisions shall continue in full force and effect, maintaining the Agreement's overall purpose and function.

## 10.2 Legal Relationship

### 10.2.1 Independent Parties

KwanzaPay operates as an independent contractor for all purposes. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship exists between KwanzaPay and any user. Users acknowledge their independent status in all platform interactions and accept responsibility for their independent compliance obligations.

### 10.2.2 Assignment

Users may not assign or transfer any rights or obligations under this Agreement without prior written consent from KwanzaPay. Any attempted assignment without consent shall be void. KwanzaPay maintains the right to assign its rights and obligations to any third party, with notice to users of such assignment.

## 10.3 Intellectual Property

### 10.3.1 Ownership Rights

All platform content, including but not limited to software, designs, text, graphics, and interfaces, remains the exclusive property of KwanzaPay. Users receive a limited, non-exclusive license to access and use the platform for its intended purpose. This license prohibits any unauthorized copying, modification, or distribution of platform content.

### 10.3.2 Trademark Protection

The KwanzaPay name, logo, and all related marks are protected trademarks. Users may not use these marks without explicit written permission. Any unauthorized use may result in legal action and account termination. This protection extends to all KwanzaPay branding and marketing materials.

## 10.4 Liability and Indemnification

### 10.4.1 Limitation of Liability

KwanzaPay's liability remains limited to the extent permitted by law. Maximum aggregate liability shall not exceed fees paid by the user in the three months preceding an incident. This limitation applies to all claims, whether based on warranty, contract, tort, or other legal theory.

### 10.4.2 Indemnification Obligations

Users agree to indemnify and hold harmless KwanzaPay, its employees, officers, and agents from any claims arising from:

Platform use and transaction activities conducted through user accounts maintain user responsibility for all associated actions. Agreement violations or illegal activities require user acceptance of legal and financial responsibility. Third-party claims related to user actions receive coverage under user indemnification obligations.

## 10.5 Force Majeure

External circumstances beyond reasonable control that affect service delivery receive consideration under force majeure provisions. These circumstances may include:

Natural disasters and severe weather events affecting service infrastructure. Civil unrest or government actions impacting platform operations. Technical failures beyond normal maintenance capabilities. Users acknowledge that such events may affect service availability without liability to KwanzaPay.

# Appendix A: Service Jurisdictions

KwanzaPay services are available only to citizens and permanent residents of Permitted Jurisdictions. While existing customers may access their accounts from different locations, this access is strictly prohibited from sanctioned countries.

We continuously expand our service coverage to new jurisdictions through careful consideration of regulatory requirements and operational capabilities.

KwanzaPay currently permits account creation from all non-sanctioned countries, though service availability and features may vary by jurisdiction based on local regulations and requirements. Users interested in jurisdictions where full services are not yet available are encouraged to register for updates regarding service expansion in their area. For specific questions about service availability in your jurisdiction, please contact [support@kwanzapay.com](mailto:support@kwanzapay.com).

## Operational Restrictions

Every jurisdiction maintains specific service limitations based on local regulations and requirements. Users must comply with all applicable local laws and restrictions while using KwanzaPay services. We reserve the right to modify or restrict service availability based on regulatory requirements or risk assessment.

# Appendix B: Electronic Communications Consent

By accepting this Agreement, you explicitly consent to receive all communications from KwanzaPay electronically. These communications ("Communications") encompass all platform-related documentation, including agreement terms, policy updates, account activity notifications, support communications, and legal disclosures. Communications delivery occurs through platform posting and email delivery to your registered email address.

## Technical Requirements

To maintain proper access to electronic Communications, you must maintain:

- A valid and current email address
- A web browser supporting minimum 128-bit encryption with cookies enabled
- Sufficient device storage space for document retention
- Internet connectivity capable of supporting secure data transmission
- PDF reading capability for document access

## Communication Management

All electronic Communications maintain equal legal standing with written communications. Platform communications are considered delivered and received 24 hours after posting to the platform or email delivery, unless KwanzaPay receives specific notification of delivery failure. Users bear responsibility for maintaining accurate contact information and monitoring their registered communication channels for important updates.

Users must maintain current and accurate contact information to ensure proper communication delivery. Update your information through your account settings or by contacting [support@kwanzapay.com](mailto:support@kwanzapay.com). KwanzaPay considers Communications delivered even when delivery failures result from incorrect user information or technical issues on the user's end.

## Consent Withdrawal

You may withdraw electronic communication consent by submitting a request to [support@kwanzapay.com](mailto:support@kwanzapay.com). Request processing requires reasonable time for completion. Upon consent withdrawal, KwanzaPay reserves the right to:

- Close your account
- Assess additional fees for paper communication
- Modify service availability

This consent agreement may receive periodic updates, with revised versions taking immediate effect upon platform posting.

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Contact Information: KwanzaPay Limited [support@kwanzapay.com](mailto:support@kwanzapay.com)

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This Agreement was last updated on November 7, 2024, and supersedes all previous versions.