

Terms and Conditions

Digilive Solutions Limited · Effective from 10 December 2025

This document is also available at digilivesolutions.co.ke/terms

1 Company overview

These Terms and Conditions ("Agreement") govern the use of services provided by Digilive Solutions ("Digilive", "Company", "we", "our", or "us"). By accessing or using Digilive services, the client ("User", "Customer", "Partner", "Farmer", or "Organization") agrees to comply with these Terms and Conditions.

- 1 Digilive Solutions is a private technology service provider operating within the Western Region of Kenya.
- 2 The company provides digital payment advisory and support to co-operatives and organizations.
- 3 Digilive Solutions supports clients in implementing and managing mobile money payment systems, particularly through the M-PESA ecosystem.
- 4 The company aims to promote secure digital payments and reduce risks associated with cash handling in agricultural and operational environments.

2 Scope of services

Digilive Solutions may provide the following services to its clients:

- i. **Digital Payment Solutions for Farmers and Workers.**
Provision of advisory and technical support for organizations making or receiving payments through mobile money platforms.
- ii. **Payroll processing services.**

Provide payroll generation and processing support to organizations, including preparation of payroll data and facilitation of deductions to ensure accurate and efficient payroll administration.

iii. Customer support linkage.

iv. Technical and operational support.

Aiding when technical or operational challenges arise within the payment platform.

v. Training and capacity building.

Training farmers and organizations in group meetings, AGMs, and forums on the secure use of online payments to reduce cash handling risks.

3 User responsibilities

Users of Digilive Solutions services agree to:

- 1 Provide accurate and truthful information during service registration.
- 2 Ensure compliance with all applicable Kenyan financial, telecommunications, and data protection regulations.
- 3 Maintain confidentiality of administrative credentials and access rights.
- 4 Ensure the lawful use of Digilive services.
- 5 Report suspected fraud, unauthorized access, or transaction irregularities promptly.

4 Payment and service fees

- 1 Certain Digilive services may attract service fees of a minimum of Kshs. 37 and a maximum of Kshs. 50 per transaction.
- 2 Payment terms may be specified in separate invoices, service agreements, or project contracts.
- 3 Digilive Solutions reserves the right to review or adjust service fees with reasonable notice to clients.

5 Limitation of liability

- 1 Digilive Solutions operates as a technology facilitator and advisory partner.
- 2 Digilive does not operate, control, or own the M-PESA platform or Safaricom infrastructure.

The company shall not be held liable for service interruptions caused by:

- Telecommunications network failures
- M-PESA system outages
- Regulatory changes
- Third-party service disruptions

Digilive shall not be responsible for losses resulting from incorrect information submitted by users.

6 Data privacy and confidentiality

- 1 Digilive Solutions shall maintain strict confidentiality of client data.

Information collected from clients will only be used for:

- Service delivery
- Technical support
- Regulatory compliance

Digilive shall not disclose confidential information to third parties without authorization unless required by law.

7 Service availability

Digilive Solutions will strive to maintain reliable service delivery.

However, services may be temporarily affected by:

- System upgrades
- Network outages
- Maintenance of third-party systems
- External operational disruptions

Digilive will make reasonable efforts to restore services promptly.

8 Termination of services

Digilive Solutions reserves the right to suspend or terminate services if:

- The client violates these Terms and Conditions
- Services are used for illegal or fraudulent purposes
- Regulatory compliance requirements are not met

Clients may terminate services by providing written notice to Digilive Solutions.

9 Intellectual property

- 1 All materials, training programs, documentation, operational models, and technical frameworks developed by Digilive Solutions remain the intellectual property of the company.
- 2 Clients may not reproduce or distribute such materials without prior written consent.

10 Governing law

- 1 These Terms and Conditions shall be governed by the laws of the Republic of Kenya.
- 2 Any disputes arising from this agreement shall first be resolved through good faith negotiations.
- 3 Where disputes remain unresolved, they shall be referred to the courts of competent jurisdiction within Kenya.

11 Amendments

- 1 Digilive Solutions reserves the right to modify or update these Terms and Conditions when necessary.
- 2 Updated versions will be communicated to clients through official communication channels.

12 Agreement and signature

By signing this document, the parties confirm that they have read, understood, and agreed to the Terms and Conditions outlined above.

This is an official agreement between Digilive Solutions Limited and the Client / Partner Organization named below.

Signature fields: Signatory 1 to 4 (full name, designation and signature), the Client / Partner Organization name, and the company seal or stamp. The company seal applies to all corporations and registered organizations, except individuals and sole proprietors.

13 Contact information

For inquiries or service support:

Company name: Digilive Solutions Limited

Region: Western Kenya

Email: info@digilivesolutions.co.ke

Phone: +254 713 904 665

Questions about these terms? Email info@digilivesolutions.co.ke or call +254 713 904 665.