

Terms of Service

JOJO TECHNOLOGIES LTD

Version 2.0

Effective Date: September 2026 Last Updated: September 2026

1. Agreement to Terms

JOJO TECHNOLOGIES LTD ("JOJO Technologies", "we", "us", or "our") develops and operates software platforms, managed connectivity infrastructure, public Wi-Fi technologies, cloud services, and business automation solutions. These Terms govern your access to our website, JOJO CONNECT platform, APIs, client portals, mobile applications, and all related Services.

2. Definitions

Term	Definition
"Services"	All products, software, connectivity solutions, consulting, and support provided by JOJO TECHNOLOGIES LTD
"Platform"	The JOJO CONNECT system and any other digital platforms operated by JOJO TECHNOLOGIES LTD
"User," "You," "Your"	Any individual or entity accessing or using our Services
"Client"	A User who has entered into a service agreement with JOJO TECHNOLOGIES LTD
"Operator"	A Client or authorised user who manages a JOJO CONNECT network deployment on behalf of end users
"Subscriber"	An end user who purchases internet access or other services through a JOJO CONNECT network
"Device"	Any router, access point, server, computer, mobile phone, or other hardware used to access or deliver the Services
"Network"	The wireless or wired infrastructure, including routers, access points, and related equipment, used to provide connectivity through the Services
"Content"	All text, images, software, data, and materials available through our Services
"Personal Data"	Any information relating to an identified or identifiable natural person
"Service Credit"	A credit applied against future fees, calculated in accordance with Section 14, as the sole and exclusive remedy for certain SLA failures

3. Eligibility

By using our Services, you represent and warrant that:

You are at least 18 years of age or the age of legal majority in your jurisdiction

You have the legal capacity to enter into a binding contract

You are not barred from using our Services under applicable laws

If representing a company, you have authority to bind that entity to these Terms

4. Services Description

4.1 Scope of Services

JOJO TECHNOLOGIES LTD provides the following technology services:

Software Development: Custom websites, web applications, business systems, digital platforms, APIs, and backend infrastructure built to be maintained and extended

Managed Connectivity: Network planning, installation, configuration, monitoring, and ongoing management of wireless and wired infrastructure for offices, buildings, and sites

Cloud Infrastructure: Hosting, deployment, environment configuration, and managed cloud services supporting our Platforms and Client solutions

Public Wi-Fi Solutions: Technology for deploying and managing public and community Wi-Fi networks, including access control, user management, and package control via JOJO CONNECT

Digital Payment Integration: M-PESA Daraja API integration, STK Push, C2B payments, and payment workflow engineering

Business Automation: Process digitisation, internal tools, reporting systems, and digital workflows that reduce repetitive manual processes

ICT Consulting: Technical advisory, implementation, and ongoing support for businesses and organisations

4.2 JOJO CONNECT Platform

JOJO CONNECT is our flagship platform for managing public Wi-Fi hotspot networks with integrated digital payments. Features include:

Public Wi-Fi hotspot management

User and package management

Internet access package control

M-PESA-integrated payments (STK Push and C2B)

Safaricom M-PESA Daraja API integration

Online router management

One-command router onboarding

Operator dashboard and analytics

4.3 Service Limitations

Services are provided on an "as available" basis

We do not guarantee uninterrupted or error-free service

Service availability may be affected by factors outside our control (e.g., Safaricom network issues, power outages, force majeure)

5. Account Registration and Security

5.1 Account Creation

To access certain Services, you must create an account. You agree to:

Provide accurate, current, and complete information

Maintain and update your information promptly

Maintain the confidentiality of your account credentials

Accept responsibility for all activities under your account

5.2 Account Security

You are responsible for safeguarding your password

Notify us immediately of any unauthorized access or security breach

We are not liable for any loss or damage arising from your failure to secure your account

5.3 Account Termination

We reserve the right to suspend or terminate your account if:

You violate these Terms

You provide false or misleading information

Your account remains inactive for an extended period

Required by law or regulatory authority

6. Acceptable Use Policy

6.1 Permitted Use

You may use our Services only for lawful purposes and in accordance with these Terms. Permitted uses include:

Accessing and using Services for their intended purpose

Integrating JOJO CONNECT for legitimate Wi-Fi hotspot operations

Processing legitimate M-PESA payments through our platform

6.2 Prohibited Conduct

You agree NOT to:

Use our Services for any illegal, fraudulent, or unauthorized purpose

Attempt to gain unauthorized access to any part of our systems

Interfere with or disrupt the integrity or performance of our Services

Reverse engineer, decompile, or disassemble any software

Use our Services to distribute malware, viruses, or harmful code

Harvest or collect personal data of other users without consent

Impersonate any person or entity

Use our Services to infringe intellectual property rights

Engage in any activity that could damage our reputation or business

6.3 Network Acceptable Use

Without limiting Section 6.2, Operators and Subscribers are specifically prohibited from:

Attempting to predict, generate, or share voucher codes, passwords, or access credentials outside of authorised channels

Engaging in MAC address spoofing, cloning, or any other technique designed to circumvent access control, session limits, or billing mechanisms

Attempting to bypass authentication systems, captive portals, or payment gateways through technical means

Using the Network to send unsolicited bulk messages, launch denial-of-service attacks, or engage in any form of network abuse that degrades service for other users

Reselling or redistributing access without written authorisation from JOJO TECHNOLOGIES LTD

6.4 Consequences of Violation

Violation of this Acceptable Use Policy may result in:

Immediate suspension or termination of your account

Blocking of Devices from the Network

Legal action for damages

Reporting to relevant authorities

7. Payments and Billing

7.1 Pricing

All prices are quoted in Kenyan Shillings (KES) unless otherwise stated

Prices are subject to change with reasonable notice

Custom project quotes are valid for 30 days unless otherwise specified

7.2 Payment Methods

We accept the following payment methods:

M-PESA (STK Push and C2B)

Bank transfer

Other methods as agreed in writing

7.3 Software and Custom Development Fees

One-time project fees: 50% deposit upon agreement, 50% upon completion unless otherwise agreed

Milestone-based payments may be agreed for larger engagements

Source code escrow or ownership transfer fees, if applicable, are quoted separately

7.4 Hardware and Equipment Fees

Hardware is invoiced upon order confirmation or delivery, as specified in the quotation

Procurement of hardware, networking equipment, licences, or third-party components shall not commence until the agreed deposit has been received in cleared funds.

Risk of loss or damage to hardware passes to the Client upon delivery unless otherwise agreed

Hardware warranties are subject to the manufacturer's terms

7.5 Subscription and Recurring Service Fees

Recurring services (including JOJO CONNECT subscriptions and managed connectivity): Billed in advance monthly, quarterly, or annually

Subscriptions automatically renew for successive periods unless cancelled with 30 days' written notice

Late payments may attract interest at 2% per month or the maximum rate permitted under applicable Kenyan law, whichever is lower.

7.6 Maintenance and Support Fees

Maintenance and support retainers are billed in advance per the agreed period

Ad-hoc support outside the scope of a retainer is billed at our standard hourly rates

Response time commitments apply only to Clients with an active maintenance agreement

7.7 Refunds

Software development: Refunds are considered on a case-by-case basis

JOJO CONNECT subscriptions: Pro-rated refunds for unused periods upon cancellation

Hardware: Subject to manufacturer return policies; no refunds for customised or configured equipment

No refunds for services already rendered

7.8 Taxes

All fees are exclusive of applicable taxes. You are responsible for all taxes, levies, and duties imposed by taxing authorities.

8. Intellectual Property

8.1 Our Intellectual Property

All content, software, designs, logos, trademarks, and materials on our Site and Services are the property of JOJO TECHNOLOGIES LTD or our licensors and are protected by:

Copyright laws

Trademark laws

Patent laws

Other intellectual property laws

You are granted a limited, non-exclusive, non-transferable license to use our Services for their intended purpose.

8.2 Client Intellectual Property

You retain ownership of any content, data, or materials you provide to us

You grant us a license to use such materials solely for the purpose of delivering our Services

We will not use your proprietary materials for any other purpose without your consent

8.3 Custom Development

Ownership of custom-developed software is determined by the specific project agreement:

Unless otherwise agreed in writing, JOJO TECHNOLOGIES LTD retains ownership of all underlying code, frameworks, APIs, hotspot engines, automation libraries, and reusable components

You receive a perpetual, non-exclusive license to use the delivered solution for your business

Source code ownership may be transferred by written agreement with additional fees

8.4 Open Source Components

Some of our solutions may incorporate open-source software components, which are subject to their respective open-source licenses.

9. Confidentiality

9.1 Confidential Information

"Confidential Information" means any non-public, proprietary, or sensitive information disclosed by either party.

9.2 Obligations

Both parties agree to:

Maintain the confidentiality of all Confidential Information

Use Confidential Information only for the purpose of fulfilling these Terms

Not disclose Confidential Information to third parties without prior written consent

Protect Confidential Information with the same care used for their own confidential information

9.3 Exceptions

Confidentiality obligations do not apply to information that:

Is or becomes publicly available through no breach of these Terms

Was already known to the receiving party before disclosure

Is independently developed without use of the disclosing party's information

Is required to be disclosed by law or court order

10. Data Protection

10.1 Compliance

We process personal data in accordance with:

The Data Protection Act, 2019 (Laws of Kenya)

The Data Protection (General) Regulations, 2021

Our Privacy Policy (available at <https://jojotech.co.ke/privacy-policy>)

10.2 Data Controller and Data Processor

When we collect and use personal data for our own purposes (e.g., account management, marketing, billing), we act as the Data Controller

When we process personal data on your behalf (e.g., Subscriber data within JOJO CONNECT, end-user information managed through your deployment), we act as the Data Processor and process data only per your documented instructions

The respective roles shall be further specified in any data processing agreement entered into between the parties

10.3 Data Processing Obligations

When acting as a Data Processor, we shall:

Process data only per your documented instructions

Implement appropriate technical and organizational security measures

Assist you in responding to data subject requests

Notify you of any personal data breaches without undue delay

Ensure sub-processors meet equivalent data protection standards

10.4 Sub-processors

We may engage sub-processors (e.g., cloud hosting providers, payment processors). A current list is available upon request.

10.5 Backup and Disaster Recovery

We maintain business continuity and disaster recovery procedures designed to protect Client data and minimise service interruption. Specifically:

We perform regular backups of Platform data hosted on our infrastructure

Backup frequency and retention periods are determined by the service tier agreed with the Client

In the event of a disaster or significant data loss, we will use commercially reasonable efforts to restore services and recover data from the most recent available backup

Clients are responsible for maintaining their own backups of data stored locally on their Devices or outside our managed infrastructure

We do not guarantee complete recovery of all data and shall not be liable for data loss arising from Client-side failures, third-party outages, or force majeure events beyond our reasonable control

11. Warranties and Disclaimers

11.1 Our Warranties

We warrant that:

Our Services will be performed in a professional and commercially reasonable manner

We have the right and authority to provide the Services

Our Services will comply with applicable Kenyan laws

11.2 Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED ABOVE, OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

IMPLIED WARRANTIES OF MERCHANTABILITY

FITNESS FOR A PARTICULAR PURPOSE

NON-INFRINGEMENT

ACCURACY OR RELIABILITY

UNINTERRUPTED OR ERROR-FREE SERVICE

11.3 Third-Party Services

We are not responsible for the availability, reliability, or performance of third-party services (e.g., Safaricom M-PESA, internet service providers).

12. Limitation of Liability

12.1 Extent of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

JOJO TECHNOLOGIES LTD's total liability for any claim arising from these Terms or our Services shall not exceed the total amount paid by you to us in the 12 months preceding the claim

We shall not be liable for any indirect, incidental, special, consequential, or punitive damages

We shall not be liable for lost profits, lost revenue, lost data, or business interruption

12.2 Exclusions

The limitations in Section 12.1 do not apply to:

Death or personal injury caused by our negligence

Fraud or fraudulent misrepresentation

Any liability that cannot be excluded under applicable law

13. Indemnification

You agree to indemnify, defend, and hold harmless JOJO TECHNOLOGIES LTD and our officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from:

Your use of our Services

Your violation of these Terms

Your violation of any third-party rights

Your negligent or wrongful conduct

14. Service Level Agreement (SLA) - For Connectivity Services

14.1 Uptime Commitment

For JOJO CONNECT and managed connectivity services:

Target Uptime: 99.5% per calendar month

Uptime is calculated as: $(\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month} \times 100$

14.2 Exclusions

The following are not counted as downtime:

Scheduled maintenance (with at least 48 hours prior notice)

Force majeure events

Third-party service failures (e.g., Safaricom network issues)

Client-caused issues (misconfiguration, unauthorized modifications)

Scheduled maintenance will ordinarily be performed between 00:00 and 04:00 EAT on Sundays, unless otherwise communicated.

14.3 Support Response Times

Severity	Definition	Response Time
Critical	Service completely unavailable	4 hours
High	Major functionality impaired	8 hours
Medium	Partial functionality affected	24 hours
Low	Minor issue or question	48 hours

Response times apply during business hours (Monday-Friday, 8:00 AM - 6:00 PM EAT).

14.4 Remedies

If we fail to meet the uptime commitment:

You may request a Service Credit equal to 5% of the monthly fee for each full 1% below the target

Service Credits are your sole and exclusive remedy for SLA failures

Maximum Service Credit: 50% of one monthly fee

15. Term and Termination

15.1 Term

These Terms commence on the date you first use our Services and continue until terminated.

15.2 Termination by You

You may terminate:

One-time projects: Upon project completion and final payment

Recurring services: With 30 days' written notice

15.3 Termination by Us

We may terminate or suspend your access:

With 30 days' written notice for any reason

Immediately if you breach these Terms

Immediately if required by law

15.4 Suspension Without Termination

We may suspend your access to all or part of the Services without terminating these Terms where:

We reasonably believe you have violated the Acceptable Use Policy or engaged in network abuse

We are required to do so by law, regulatory authority, or court order

Your payment is overdue by more than 30 days and you fail to remedy the default within 7 days of written notice

Suspension is necessary to prevent harm to our Network, other Clients, or the integrity of our Platforms

During suspension, you remain liable for all fees accrued up to the date of suspension. We will use commercially reasonable efforts to notify you of the suspension and the steps required for reinstatement.

15.5 Data Export Upon Termination

Upon termination or expiration of these Terms:

We will, upon your written request received within 30 days of termination, provide you with an export of your data in a commonly used machine-readable format

Data export is subject to settlement of all outstanding fees

After the 30-day export window, we may delete or anonymise your data in accordance with our data retention policies and applicable law

We are not obligated to retain data beyond the periods specified in our Privacy Policy

This obligation does not extend to data stored solely within third-party services, including Safaricom M-PESA, cloud providers controlled by the Client, or external integrations not managed by JOJO Technologies.

15.6 Effect of Termination

Upon termination:

All licenses granted to you cease immediately

You must cease all use of our Services

Any outstanding fees become immediately due

We will return or destroy your data per your instructions (subject to legal retention requirements)

Sections 8, 9, 12, 13, and 16 survive termination

16. Dispute Resolution

16.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the Republic of Kenya.

16.2 Negotiation

In the event of a dispute, the parties agree to first attempt to resolve the matter through good-faith negotiation for a period of 30 days.

16.3 Mediation

If negotiation fails, the parties agree to submit the dispute to mediation under the rules of the Chartered Institute of Arbitrators (Kenya Branch).

16.4 Arbitration

If mediation fails, the dispute shall be finally resolved by arbitration in Nairobi, Kenya, in accordance with the Arbitration Act, 1995 (Laws of Kenya). The arbitration shall be conducted by a single arbitrator appointed by mutual agreement.

16.5 Court Jurisdiction

Notwithstanding the above, either party may seek urgent injunctive relief from the courts of Kenya.

17. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including:

Natural disasters (earthquakes, floods, droughts)

War, terrorism, civil unrest

Government actions or restrictions

Pandemics or epidemics

Internet or telecommunications failures

Power outages

Labor disputes

The affected party shall notify the other within 48 hours and use reasonable efforts to mitigate the impact.

18. General Provisions

18.1 Entire Agreement

These Terms, together with our Privacy Policy and any written service agreements, constitute the entire agreement between you and JOJO TECHNOLOGIES LTD.

18.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

18.4 Assignment

You may not assign or transfer these Terms without our prior written consent. We may assign our rights and obligations without restriction.

18.5 Notices

All notices must be in writing and sent to:

Email: legal@jojotech.co.ke

Address: Nairobi, Kenya

18.6 Third-Party Beneficiaries

These Terms do not create any third-party beneficiary rights.

18.7 Headings

Section headings are for convenience only and do not affect the interpretation of these Terms.

18.8 Electronic Communications

You consent to receive communications from us in electronic form, including email, in-app notifications, and SMS. All agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that such communications be in writing. You are responsible for maintaining a valid email address and phone number in your account profile.

18.9 Feedback License

Any feedback, suggestions, ideas, or feature requests you provide to us regarding our Services ("Feedback") shall be deemed non-confidential and non-proprietary. You grant JOJO TECHNOLOGIES LTD a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Feedback for any purpose without compensation or attribution to you.

18.10 API Versioning and Rate Limiting

Where our Services include APIs:

We may update, modify, or deprecate API versions from time to time. We will use commercially reasonable efforts to provide advance notice of deprecated versions

You agree to comply with any rate limits, throttling policies, and usage quotas we impose to ensure platform stability

Excessive or abusive API usage that degrades performance for other users may result in throttling, suspension, or termination of API access

18.11 Both parties agree to comply with all applicable laws, regulations, licensing requirements, telecommunications rules, tax obligations, and data protection legislation relevant to their use of the Services. Operators remain responsible for complying with any licensing or regulatory obligations applicable to the internet services they provide.

19. Changes to These Terms

We may modify these Terms from time to time. We will:

Post the updated Terms on this page

Update the "Last Updated" date

Notify you of material changes via email or website notice

Your continued use of our Services after changes constitutes acceptance of the revised Terms.

20. Contact Information

For questions about these Terms, please contact us:

Contact Method	Details
Email	legal@jojotech.co.ke
Phone	+254 714 508 921
Address	Nairobi, Kenya
Website	https://jojotech.co.ke

These Terms of Service Version 2.0 are effective as of September 2026 and are governed by the laws of the Republic of Kenya.