

Last updated: May 6, 2024

## Kwenda.Co Website Terms of Use

### General Terms

#### 1. About our Terms

- 1.1. These Terms explain how you may use this website (the **Site**) to access our services and get to know about our company.
- 1.2. References in these terms to the Site means [www.kwenda.co](http://www.kwenda.co), and all associated web pages.
- 1.3. You should read these terms carefully before using the Site.
- 1.4. By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these terms and the documents referred to in them.
- 1.5. If you do not agree with or accept any of these terms, you should stop using the Site immediately.
- 1.6. If you have any queries about the Site, please contact us on [support@kwenda.co](mailto:support@kwenda.co)
  - 1.6.1. Email will be responded to from Monday to Saturday: 7:30 a.m. to 5:00 p.m CAT.
- 1.7. Your use of the Site means that in addition to complying with these terms, you also must comply with our Acceptable Use Policy.

#### 2. Using Our Platform (Kwenda)

- 2.1. Kwenda, the site is designed to enable you search, discover and book travel related services in Malawi such as events, buses, accommodation, tours, car hire, restaurants, airport pickup taxis, ferryboats and other related services. Our website should therefore be used only for accessing information about us and for accessing the services we offer.
- 2.2. We get information from Service Providers, and we can't guarantee that everything is accurate but when providing our Platform, we take reasonable care and act with professional diligence. Unless we've failed to do so, or have been negligent, we can't be held responsible for any errors, interruptions, or missing bits of information. Of course, we'll do everything we can to correct/fix them as soon as we become aware of them.
- 2.3. Our Platform is not a recommendation or endorsement of any Service Provider or its products, services, facilities, vehicles, etc.
- 2.4. We're not a party to the terms between you and the Service Provider. The Service Provider is solely responsible for the Travel Experience.
- 2.5. We offer these services to you at fees indicated on services you select and for this purpose, you agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.

- 2.6. The Site is intended to be used by those who can access it within Malawi. If you choose to access the Site from locations outside the Malawi, you are responsible for compliance with local laws in your jurisdiction, where there are applicable.
- 2.7. We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at [support@kwenda.co](mailto:support@kwenda.co)

### **3. Our values**

1. You will:
  - Abide by our values
  - Comply with all applicable laws
  - Cooperate with any anti-fraud/anti-money laundering checks we need to carry out.
  - Not use the Platform to cause a nuisance or make fake Bookings.
  - Use the Travel Experience and/or Platform for their intended purpose.
  - Not cause any nuisance or damage, and not behave inappropriately to the Service Provider's personnel (or anyone else, for that matter).

### **4. Prices**

1. When you make a Booking, you agree to pay the cost of the Travel Experience, including any charges and taxes that may apply.
2. Some of the prices you see may have been rounded to the nearest whole number. The price you pay will be based on the original, 'non-rounded' price (although the actual difference will be tiny anyway).
3. Obvious errors and obvious misprints are not binding. For example: if you book a car or a night in a luxury suite that was mistakenly offered for K100.00, your booking may be cancelled and the Service Provider will refund anything you've paid.

### **4. Payments**

1. All payment channelled through Kwenda are managed and processed by our payment partners and note that you will be subjected to the Terms and Conditions of the third parties' payment systems and our Site shall not be liable or responsible for any transactions with the same.
2. Once you have selected a service, or where applicable and have accepted our terms and conditions of use and the service providers terms and conditions, you will be required to pay the indicated fees. You must pay the fees to successfully book or pay for a service.

3. The Company may from time to time, and at its own discretion, provide several payment partners or gateways to enable you have more options to pay for our services.
4. You acknowledge and agree that where a request for the payment of a service or purchase is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the service.
5. The Company will send you email or SMS confirmation after you have successfully paid for your service on Kwenda.
6. The Company may from time to time and at its own discretion, revise the fares or fees it charges for its service.
7. Our payment partners will be responsible for managing your payment and ensuring the completion of your transaction with our Service Provider. In this case, your payment constitutes final settlement of the 'due and payable' price.
8. If your payment method is denominated in a currency that is different to the payment currency, your bank or payment method provider (or their payment services providers) may charge you additional fees. For example, this could happen if your credit/debit card is in Euros but your hotel is charging you in dollars or Malawi Kwacha.
9. If you know of or suspect any fraudulent behaviour or unauthorised use of your Payment Method, please contact your payment provider as soon as possible.
10. If the currency selected on the Platform isn't the same as the Service Provider's currency, we may show prices in your own currency and offer you the pay in your own currency option
11. Pay In Your Own Currency. We (and/or one of our affiliates) may provide you with the ability to pay for your service in your own currency (your 'Home Currency'), based on your location and/or account setting – and in respect of this service only, we do this as principal, rather than as agent for the Service Provider. Where you use this service, you agree to the following terms, which are separate to your contract with the Service Provider related to your Travel Experience. The Service Provider is not involved in the provision of the Pay In Your Own Currency service and is not party to the following terms, which do not give you any extra rights under your contract with the Service Provider. If you choose to pay in the Service Provider's currency, the following terms don't apply.
  - For the avoidance of doubt, when you use Pay In Your Own Currency, we are simply enabling you to make payment in your own currency while we ensure that the Service Provider is paid in their local currency. As such, you are not making payment in one currency and receiving another currency

- The exchange rate is determined at the time the total payment (or estimated total payment) is displayed during the checkout process – and where applicable, the total price displayed will be the amount charged by us to you. Just to be clear, certain fees and charges that are part of the total price displayed will, however, be collected directly by the Service Provider. We will tell you during the checkout process when this is the case.

## **5. Policies**

1. When you make a booking or pay for a service, you accept the applicable policies as displayed in the payment or booking process. You'll find each Service Provider's cancellation policy and any other policies (about age requirements, security/damage deposits, additional supplements for group bookings, extra beds, breakfast, pets, cards accepted, etc.).
2. If you cancel a Booking or don't show up, any cancellation/no-show fee and any refund will depend on the Service Provider's cancellation/no-show policy. Please note the refund processing is Service Provider's responsibility. Kwenda will only help you in making sure the refund is made according to the service providers refund/cancellation policy.
3. If you think you're not going to arrive on time, please contact your Service Provider and tell them when they can expect you. It's your responsibility to ensure you're on time – and if you aren't, we are not responsible for any associated costs (e.g. the cancellation of your booking, or any fees the Service Provider may charge).

## **6. Intellectual Property Rights**

1. Unless otherwise stated, all rights in our Platform (technology, content, trademarks, look & feel, etc.) are owned by Mplace Inc Limited trading as Kwenda.Co (or its licensors) and by using our Platform you agree to do so for its intended purpose only and respecting the requirements.
2. You're not allowed to monitor, copy, scrape/crawl, download, reproduce or otherwise use anything on our Platform for any commercial purpose without written permission of Mplace Inc Limited or its licensors.

3. We keep a close eye on every visit to our Platform, and we'll block anyone (and any automated system) we suspect of:
  - Doing anything that places undue stress on our Platform
  - Using any device or software to gather prices or other information
4. By uploading a review/picture to our Platform, you're confirming that it meets our content standards and that:
  - it's truthful (you haven't altered the picture, for example, or uploaded a picture of a different property).
  - you own (or are allowed to use) any intellectual property rights that it contains.
  - we're allowed to use it on our Platform and for any other commercial purposes (including marketing and advertising), on any media, worldwide – unless you ask us to stop using it.
  - it doesn't infringe the privacy rights of other people.
  - you accept full responsibility for any legal claims against Kwenda.Co related to it.
5. Just to make it clear: we're not responsible and liable for any picture uploaded to our Platform, we're allowed to remove any picture upon our discretion (for instance, if we detect that a picture does not meet the above criteria).

## **6. What if something goes wrong?.**

1. If you have a query or complaint, please contact our Customer Support team. You can do this via our support email [support@kwenda.co](mailto:support@kwenda.co), live chat, and filling a query form on our platform. You can help us help you as quickly as possible - by providing:
  - Your booking confirmation ID or number, your contact details, and your email address you used when you made your booking.
  - A summary of the issue, including how you'd like us to help you.
2. All queries and complaints are recorded, and the most urgent ones are treated as highest priority.
3. We do try to resolve disputes with you directly, and we're not obliged to submit to any alternative dispute resolution procedures handled by independent providers.

## **7. Communication with the Service Provider**

1. We may help you communicate with your Service Provider, but that doesn't mean we're taking responsibility for the Travel Experience or anything the Service

Provider does/doesn't do. We can't guarantee that they will read anything from you or that they'll do what you ask. In itself, the fact that you contact them or they contact you doesn't mean you have any grounds for legal action. If you need help, please contact us via our support email [support@kwenda.co](mailto:support@kwenda.co)

## **8. Limitation of liability**

1. Nothing in these Terms will limit our (or the Service Provider's) liability (i) when we (or they) were negligent and this led to death or personal injury; (ii) in case of fraud or fraudulent misrepresentation; (iii) in respect of gross negligence or wilful misconduct; or (iv) if such liability can otherwise not lawfully be limited or excluded.
2. If you are in breach of these Terms and/or the Service Provider's terms, we won't be liable for any costs you incur as a result.
3. We are not liable for:
  - any losses or damages which were not reasonably foreseeable when you made your booking or otherwise entered into these Terms; or
  - any event which was reasonably beyond our control.
4. We don't make any promises about Service Providers' products and services apart from what we show or expressly state in the terms.
5. To the extent permitted by law, the most that we (or any Service Provider) will be liable for (whether for one event or a series of connected events) is your reasonably foreseeable losses or damages in connection to your Booking(s).
6. Just to be clear, these Terms are between you and us. Nothing in these Terms will entitle any third party other than the Service Provider to anything.
7. You may be protected by mandatory consumer protection laws and regulations, which guarantee you rights that no company's terms can overrule. If there is any inconsistency between those laws and regulations and these Terms, such mandatory consumer protection laws and regulations will override.

## **8. Applicable Law**

These Terms are governed by the law of the Republic of Malawi.

## **9. Acceptance of the Terms**

You accept the Terms by remaining on the Site. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you especially at the point the Site prompts you to pay for the service you have selected. You also accept the terms as user of the Site even when such use is for the benefit of a person other than you.

## **10.Account Creation**

To use Kwenda, you may need to create an Account. To create an account, you must be at least 18 years of age, unless otherwise indicated. You're responsible for anything that happens with your Account, so please don't let anyone else use it, and please keep your username and password secret and safe.

The account you create on our platform also allows you to access other sites, apps, tools and services offered by Kwenda.Co, using the same account credentials. Please note that when using Kwenda.Co, the relevant terms of service displayed on the sites, apps, tools and services that you are using will govern your use of them.

## **11.How We Order Your Search Results**

There are many travel service options available through our Service and we want to make your search results as relevant as possible. At the search results page you may see our default sort order, however you can select how to sort your results and also use filter options to prioritise results based on your chosen preferences, for example price, review score, or other criteria.

Within your search results we may sometimes display travel services that are paid-for commercial listings from our service providers. Such travel services are clearly labelled for your information as "Ad" or similar equivalent labelling, to differentiate them from other travel and event options.

## **12.Events, Bus, Ferry and Train Ticket**

- a. We will text and/or email you the ticket once we receive your payment. The ticket will show the following details:
  - i. Your name
  - ii. Phone number or Email
  - iii. Date of event or travel
  - iv. Point of departure for buses, trains and ferry, that is, the point at which you will board for buses.
  - v. Destination or venue, that is, the place where your journey ends for bus, train or ferry tickets and where event will take place.
  - vi. The time at which you are expected to report at the terminus to commence your journey or event starting time.
  - vii. Time of departure, that is, the time at which your journey starts; and
  - viii. Your seat number for buses, ferry and trains.

- ix. QR code for service provider verification.
- b. The SMS or email ticket you receive from the Company is not the final ticket for boarding or event attendance. Some transport providers and event organizers accept SMS or email ticket as the final ticket while others may require you to visit the ticketing counter at their respective stations and be issued a paper ticket from their respective station before departure or attendance. It is your responsibility to check ticket validation policies or terms of your transport or event service provider.
- c. You must keep your ticket safely secure as you will be required to present it to your transport or event services provider when collecting paper ticket for your journey or attending an event, if you are asked to do so.

### **13. Confirming A Booking**

- a. Your Booking Confirmation includes the essential elements of your booking, such as the description of the Travel or Event Service(s) booked and the price.
- b. We will send your ticket Booking Confirmation and any relevant information to the email address you provide when you book. If you do not receive your Booking Confirmation within 24 hours of making your booking, please contact us via email [support@kwenda.co](mailto:support@kwenda.co).

### **14. Refunds**

- a. We will not refund you for any lost tickets, or journey you miss. It is your responsibility alone to ensure your ticket is safe and secure and that you make it to the bus terminus or event in time.
- b. You may contact your transport or event provider to change ticket details, cancel ticket or request for any alteration. The Company is not responsible for any alterations that you have made after purchasing the tickets from the Company platform.
- c. Any refunds will be transferred back to you to the payment method you used to make the original booking or the method deem efficient by the service or event provider. Such refunds will be made by the party that took your original payment. We do not have visibility of a Travel Provider's refund process. Our fees are not refundable unless this is stated otherwise during the booking process.

## **15. Accommodation and Tours**

This section contains the specific terms for Accommodations products and services

1. **Contractual Relationship:** When you make (or request) a Booking, it's directly with the Service Provider - we're not a 'contractual party'.
2. Mplace Inc limited (Kwenda) owns and operates the Platform.
3. Our Platform only shows Accommodations that have a commercial relationship with us (in some cases, through a partner company) or with



our Connectivity Providers, and it doesn't necessarily show all their products or services.

4. Information about Service Providers (e.g. facilities, house rules and sustainability measures) and their Travel Experiences (e.g. prices, availability and cancellation policies) is based on what they provide to us.

### **What we will do**

1. We provide the Platform on which Service Providers can promote and sell their Accommodations – and you can search for, compare and book them. We offer a personalised experience based on how you use our Platform (including what you tell us), so you can book your ideal Accommodation or Tours with us. Our Platform allows you to discover Accommodations and Tours all over Malawi – and our search results make it easy to home in on the one that's right for you.
2. Once you've booked your Accommodation or Tour, we confirm the details of your Booking to both you and the Service Provider, including the names of the guest(s).
3. Depending on the terms of your Booking, you may be able to change or cancel it if you want.

### **What you will need to do**

1. Fill in all your contact details correctly, so we and/or the Service Provider can provide you with information about your Booking and, if necessary, contact you.
2. Read these Terms and the terms displayed during the booking process carefully
3. Take care of the Accommodation and its furniture, fixtures, electronics and other contents, and leave things in the same state they were when you got there. If anything is broken, damaged or lost, make sure you report it to the staff there (as soon as you can, and certainly before you check out).
4. Maintain the security of the Accommodation and its contents during your stay. So don't, for example, leave doors or windows unlocked.

## **16. Car Rentals & Airport Pickups**

This section contains the specific terms for Car Rental products and services;

1. **Contractual Relationship:** When you make (or request) a Car Rental or Airport Pickup Booking, it's directly with the Service Provider - we're not a 'contractual party'.

2. Kwenda, the platform will handle the booking process; when we send you your Booking Confirmation, you'll enter a contract with our Service Provider.
3. The Service Provider Rental Agreement governs the Rental itself; when you sign this at the rental counter or on our platform, you'll enter a contract with the Service.
4. The Main Driver (the person whose details are entered during the booking process) is the only person who can change or cancel the Booking, or discuss it with us - unless they tell us they nominate someone else to do this.

## **What we will do**

1. We provide the Platform on which Service Providers can promote and sell their Travel Experiences – and you can search for, compare and book them.
2. We don't guarantee the precise make and model you're booking (unless we expressly say so). The phrase 'or similar' means you could get a similar car (i.e. the same size, with the same kind of gearbox, etc.). So the car pictures are illustrative only.
3. Once you've booked your Rental:
  - We'll give the Service Provider the Booking details (e.g. the Main Driver's name and contact phone number)
  - We'll confirm the Pick-up information (e.g. the Service Provider's contact details, and what you need to take with you).

## **What you need to do**

1. You must provide all the information we need to arrange your Booking (contact details, Pick-up Time, etc.).
2. You must read and agree to comply with these Terms and the Rental Agreement - and acknowledge that if you breach them:
  - you might have to pay additional charges
  - your Booking might be cancelled
  - the counter staff might refuse to hand over the keys at the rental counter or refuse to pick you up at the airport.
3. You must check your Rental's specific requirements, as many details (driving licence requirements, security deposit, size, paperwork needed etc.) vary per Rental. So please make sure you carefully read the terms.
4. You must be at the rental counter by your Pick-up Time (note that some Service Providers have a pick-up 'grace period' in case you are delayed). If you arrive after the Pick-up Time (and after the pick-up grace period, if any), the car may no longer be available, and you may not be entitled to a refund from the Service Provider. Please check the Rental Agreement for further

information (while you're booking your car, please check the Terms and Conditions, which informs you of any grace period, and which you accept at checkout). If you think you might be late, it's vital that you contact the Service Provider or us, even if it's because of a flight delay and you've provided your flight number.

5. The key terms of your Rental tell you what the Main Driver needs at Pick-up. You must ensure that when they get to the rental counter, they bring everything they need (e.g. driving licence, any required ID, and a debit/credit card in their own name, with enough available funds to cover the security deposit, if required).
6. You must make sure the Main Driver is both eligible and fit to drive the car. You must show the counter staff each driver's full, valid driving licence.
7. You must ensure that every driver has their own International Driving Permit (if they need one) as well as their driving licence. Note that all drivers must carry their driving licence (and International Driving Permit, if they need one) at all times.
8. You must ensure that every child has an appropriate child seat if they need one.
9. You must, if anything goes wrong during your Rental (accident, breakdown, etc.):
  - contact the Service Provider
  - not authorise any repairs without the Service Provider's consent (unless the Rental Agreement allows this)
  - keep all documentation (repair bills, police reports, etc.) to share with us / the Service Provider / an insurance company.
10. In many cases, the Service Provider will charge a one-way fee if you drop the car off at a different location. If you intend to do this, you need to enter the drop-off location while booking, so we can tell you if it's possible, and show you details of any one-way fee – which you would pay at Pick-up.
11. In many cases, the Service Provider will charge a cross-border fee for taking the car to a different country/district/region. If you intend to do this, it's vital you tell us and/or the Service Provider as soon as you can (it must be before Pick-up).
12. The price of your Rental is calculated based on 24-hour units, so (e.g.) a 25-hour rental will cost as much as a 48-hour rental.
13. If, after Pick-up, you decide you want to keep the car for longer, please contact the Service Provider. They'll tell you how much this would cost, and you'll enter a new contract with them. If you drop the car off late without agreeing this in advance, they may charge an additional fee as well.
14. . In other cases, you'll merely request any extras when you book your car – in which case:
  - you'll pay for them at Pick-up, and

- the Service Provider doesn't guarantee they'll be available for you.

## **Cancellations, Refunds, Amendment and**

You will subscribe to the service provider (Car Rental Company) terms and conditions, including their cancellations policy.

### **17. Private and Public Transport (Pickups)**

This section contains the specific terms for Private and Public Transport products and services.

#### **Contractual relationship**

1. When you pre-book Private or Public Transport, your Booking will be directly with the Service Provider. When you book an On-Demand Private Transport, your Booking will be with the Third-Party Aggregator. In all cases, our Terms will govern the booking process.
2. Pre-Booked Private Transport. You and the Service Provider both agree to comply with these Terms.
3. You'll be provided with the Service Provider's terms during the booking process. If there is any mismatch between their terms and our Terms, their terms will apply.
4. By making a Booking, you are confirming that you:
  - have read and accept the Service Provider's terms (where applicable)
  - agree to contact the Service Provider directly about anything that goes wrong
  - understand that the Service Provider is responsible for arranging and providing your Private Transport, choosing routes, setting prices, and providing all relevant information
  - accept that we just provide a booking platform (known as Kwenda.Co), and will not be liable for any loss you suffer because of anything the driver/Service Provider does or does not do.
  - Not all Service Providers have their own terms

## What we will do

1. We provide the Platform on which Service Providers can promote and sell their Travel Experiences – and you can search for, compare and book them.
2. Once you've made your Booking, we'll give the Service Provider your details (e.g. your name, phone number and pick-up location).
3. All Private Transport. We'll give you the Service Provider's contact details.
4. Pre-Booked Private Transport. We'll make sure the Service Provider knows what size of vehicle you've requested.
5. If a group, you must make sure everyone in your group complies with Terms and Conditions (where applicable) of the Service Provider, which you saw and accepted during the booking process. You acknowledge that if you breach them:
  - you might have to pay additional charges
  - your Booking might be cancelled
  - your driver may refuse to transport you.
  - All Private Transport. You must make sure all passengers are at the pick-up location on time.
  - All Private Transport. At and around your Pick-up Time, you must have the phone (whose number you entered when you made your Booking) switched on and able to receive calls/texts, in case the driver needs to contact you. We can't guarantee they'll be able to reach you through messaging applications such as WhatsApp.
  - Pre-Booked Private Transport. For any airport pick-up, you must give us your flight details at least 24 hours before your Pick-up Time, so your Service Provider can adjust the Pick-up Time if your flight is delayed. If they can't provide a Private Transport following a flight delay or cancellation, please contact our Support Team.
  - You must be 18 or older to make a Booking, and any passenger under 18 must be accompanied by a responsible adult.
  - You must make sure no passenger behaves inappropriately - e.g. being abusive or doing anything that might endanger someone.
  - The Service Provider/driver doesn't have to agree to any changes to the Journey that you request in person. If they do, they may charge extra.
  - You must make sure you choose Public/Private Transport that's suitable (in terms of party size, amount of luggage, accessibility requirements, etc.).
  - If your Service Provider has a different cancellation policy (which you'll see while booking), their policy will apply instead.

## **Cancellation and Refund**

You will subscribe to the service provider (Car Rental Company) terms and conditions, including their cancellations policy

## **Contact Us**

If you have any queries about this Privacy Policy, you can email us on [support@kwenda.co](mailto:support@kwenda.co)