

**CONTENT AGGREGATION LIMITED**  
(as "CAL")

**-and-**

**MERCHANTS**

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**GENERAL CONDITIONS OF CONTRACT**  
(incorporated in the Voucher Merchant Service Agreement between the parties)

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**DRAWN BY:**  
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## GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract ("**these General Conditions**") are attached to and incorporated by reference into the relating to the Form of Voucher Merchant Service Agreement entered into **BY AND BETWEEN**:

1. **CONTENT AGGREGATION LIMITED**, a company incorporated in the Republic of Kenya with its principal office at Westlands Office Park, Waiyaki Way and of P. O. Box 7468-00300 Nairobi (hereafter referred to as "**CAL**", which expression shall, where the context so permits, its successors in title and permitted assigns) of the first part; and
2. **THE MERCHANT** (as specified under the Form of Agreement), which expression shall, where the context so permits, its successors in title and permitted assigns) of the second part.

(both CAL and the Merchant are together hereafter referred to as the "parties" and each individually as a "party").

### WHEREAS:

- (A) CAL engages in the business of an aggregator and distributor of digital content through the Platform, which Platform includes a feature enabling merchants to provide exclusive deals and offers to the Platform's subscribers;
- (B) The Merchant is engaged in the business of sale and supply of certain goods or services to various of its customers;
- (C) The Merchant has agreed to engage CAL to provide the Services (as hereinafter defined) to the Merchant for the purpose of enabling the Platform's subscribers to access deals and offers made by the Merchant through the Platform and CAL has agreed to be so appointed subject to the terms and conditions herein contained; and
- (D) The parties have entered into the Form of Voucher Merchant Service Agreement ("**the Form of Agreement**") in order to determine their rights and obligations in relation to the foregoing; and
- (E) It is the intention of the parties that the Agreement and these General Conditions shall form and be read as one document and shall together constitute the Voucher Merchant Service Agreement between CAL and the Merchant ("**the Agreement**").

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto hereby agree as follows:

### 1. DEFINITIONS

- 1.1. In the Agreement (including its recitals and the Schedule) unless the context otherwise requires the following terms shall have the following meanings:
  - 1.1.1. "**Business Day**" means any day between Monday and Friday (both inclusive), except gazetted public holidays, in Kenya;

- 1.1.2. "**Commencement Date**" means the date of signature of the Form of Agreement by the parties and, in the event that parties sign on different dates, the date of signature by the last party to sign;
- 1.1.3. "**Intellectual Property Rights**" means all intellectual property rights including patents, registered designs, trademarks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyright, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights;
- 1.1.4. "**Merchant Services**" means the goods and/or services to be provided by the Merchant to Purchasers and in relation to which the Vouchers will be issued;
- 1.1.5. "**Payment**" means a completed payment made by a Purchaser to the CAL for purchase of a Merchant Service in connection with a Voucher issued under the Agreement and the term "**Payments**" shall have the corresponding plural meaning
- 1.1.6. "**Platform**" means Viusasa, a content-on-demand digital platform owned and run by CAL;
- 1.1.7. "**Services**" means the tasks to be performed by CAL, as outlined in clause 4.1;
- 1.1.8. "**Subscriber Data**" means any and all information including, without limitation, names, telephone numbers, location details, and e-mail addresses, relating to any Subscriber or relating to or connected with any device or equipment belonging to a Subscriber;
- 1.1.9. "**Subscriber**" means a subscriber to the Platform regardless of the mode by which such subscriber accesses the Platform and the term "**Subscribers**" shall have the corresponding plural meaning;
- 1.1.10. "**Term**" means the term of the Agreement as set out in clause 2.1 and as may be extended in accordance with clause 2.2;
- 1.1.11. "**Purchaser**" means a Subscriber holding a valid Voucher issued through the Platform in accordance with the Agreement and the term "**Purchasers**" shall have the corresponding plural meaning; and
- 1.1.12. "**Voucher**" means a document issued by CAL to Subscribers, whether the same is held in print form or in another verifiable form, that entitles the holder to a discount on the Merchant Services, or that may be exchanged by the holder for the Merchant Services and the term "**Vouchers**" shall have the corresponding plural meaning;
- 1.2. In the Agreement, unless the context otherwise requires, any reference to:
- 1.2.1. a covenant by a party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person so far as this is within the party's power or control;

- 1.2.2. the singular includes the plural and vice versa;
  - 1.2.3. any reference to the male gender includes the female and the neuter gender;
  - 1.2.4. a person includes reference to a body corporate or other legal entity;
  - 1.2.5. any written law includes that law as amended or re-enacted from time to time;
  - 1.2.6. any agreement or other document includes that agreement or other document as varied or replaced by the parties in writing from time to time;
  - 1.2.7. a clause is to the relevant clause of the Agreement; and
  - 1.2.8. any party includes that party's successors and permitted assigns.
- 1.3. Clause headings are inserted for convenience only and shall be ignored in construing the Agreement.
  - 1.4. Where the Agreement provides for the giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

## **2. TERM**

- 2.1. Subject to clause 2.2, the Agreement shall come into force on the Commencement Date and shall remain in force as per the duration specified on the order form.
- 2.2. Upon expiry of the Initial Term, the Agreement may be renewed for such further period as the parties shall mutually agree in writing, on the same terms or such other terms as the parties shall mutually agree in writing.

## **3. APPOINTMENT**

The Merchant hereby appoints CAL to provide the Services, and CAL hereby accepts such appointment and undertakes to provide the Services upon the terms and conditions herein contained.

## **4. PARTIES RIGHTS AND OBLIGATIONS**

### **4.1. CAL'S RIGHTS AND OBLIGATIONS**

#### **4.1.1. CAL shall:**

- 4.1.1.1. Distribute and promote Vouchers by publishing them on the Platform. The Parties agree that each Voucher shall contain the information set out under the Schedule to the Form of Agreement;
- 4.1.1.2. Deliver Vouchers to Purchasers electronically through the electronic mail addresses provided by Purchasers in the course of their registration as

Subscribers or using such other electronic method of communication as shall be available to CAL;

4.1.1.3. Collect and process Payments made by Purchasers using such payment method as CAL may deem appropriate;

4.1.1.4. Maintain and provide the Platform for use by Subscribers;

4.1.1.5. Market and promote the Platform to Subscribers and the general public using such media as CAL shall, in its sole and absolute discretion, deem appropriate. CAL may, in the course of marketing the Platform, promote the availability of deals, including the Vouchers, on the Platform. Provided that, nothing in the Agreement shall be read or interpreted to require CAL to advertise or otherwise market the Merchant's business or the Vouchers to the exclusion of any other Deals displayed on the Platform; and

4.1.1.6. Provide Subscriber management services.

4.1.2. The Voucher access, Voucher issuance and Payment process shall follow the procedure set out under the Schedule to these General Conditions Agreement.

4.1.3. CAL reserves the continuing right, but shall not be obligated, to reject, or discontinue publishing any Voucher and to require the Merchant to edit or modify the same for any reason, including, without limitation, to conform the Voucher to CAL's specifications or the Platform's technical parameters. The Merchant hereby agrees that it shall comply with any such requirement.

4.1.4. The parties agree that CAL shall only provide the Platform and the related publishing and promotional services and, consequently, the Merchant shall remain the issuer of the Vouchers and, for all intents and purposes, the offeror and seller of the Merchant Services. Without prejudice to the generality of the foregoing, the Merchant shall be responsible, at its expense, for seeking and obtaining all licenses, permits and authorisations required under any applicable law for the issuance of Vouchers and for the offer, sale, packaging and delivery of all products and/or services to which a Voucher relates.

## 4.2. MERCHANT'S RIGHTS AND OBLIGATIONS

The Merchant shall:

4.2.1. Verify the validity of Vouchers using an appropriate serialization system or such other mode of verification as it shall deem fit;

4.2.2. Honour and fulfill all valid Vouchers redeemed by Purchasers in accordance with the terms of the Voucher as published on the Platform and complete all sale transactions relating to such Vouchers;

4.2.3. Accept Vouchers in any form presented by Purchasers including, without limitation, a physical printout of the Voucher or a display of the Voucher on an electronic device at the point of sale of the service to which the Voucher relates;

4.2.4.If the Merchant shall have exercised its right under clause 5.1, pay the prepaid amount to CAL in accordance with clause 5.1; and

4.2.5.In all respects treat and serve Purchasers in the same manner as its other customers.

## 5. PAYMENT AND SETTLEMENT

- 5.1. The parties may agree that the Services shall be provided on a pre-paid basis at a daily rate to be agreed on between the parties (“**the pre-paid rate**”), in which case the Merchant shall have the right to pay an amount of money to CAL (“**the prepaid amount**”) being prior or past consideration for the provision of the Services. Such right shall be exercised by the Merchant issuing a notice in writing to CAL, which notice shall be accompanied by proof of payment of the agreed amount to CAL. CAL shall, upon receiving such notice and proof of payment of the prepaid amount, be obliged to provide the Services for a number of days equivalent to the pre-paid amount divided by the pre-paid rate.
- 5.2. Unless the Merchant shall have exercised its right under clause 5.1 and paid the prepaid amount to CAL in accordance with that clause, the Merchant shall, in consideration for the provision of the Services, pay to CAL a commission on the gross value of Payments made by Purchasers through the Platform as per the order form:
- 5.3. The parties agree that CAL’s commission shall be deducted and retained by CAL at source in accordance with this clause 5.
- 5.4. On or before the Seventh (7th) Business Day of each calendar month, CAL shall generate and provide the Merchant with a report (“**the Revenue Report**”) detailing all Vouchers redeemed, all Payments collected in relation thereto and the Merchant Services purchased, details of any refunds made to Purchasers and a calculation of the aggregate commissions payable to CAL pursuant to clause 5.1.

Provided that, the Revenue Report may be provided in paper or in digital form or such other form as CAL may deem appropriate and/or efficient, provided that the same shall be readily retrievable and verifiable.

- 5.5. Within one (1) Business Day from the date of issuance of the Revenue Report, the Merchant may dispute the accuracy of the Revenue Report by written notice to the Merchant and, if it so disputes, shall point out specifics of such inaccuracy and provide a copy of its own Payments log highlighting any discrepancies. The parties shall then co-ordinate in good faith to reconcile the Revenue Report with the Merchant’s Payments log. If CAL does not receive such notice within the said one (1) Business Day, the Revenue Report shall be deemed to be final and CAL shall, within two (2) Business Days thereafter remit the amounts payable to the Merchant, which amount shall be equal to the gross amount of Payments received less CAL’s commission and any applicable taxes and statutory deductions.
- 5.6. The amount payable to the Merchant under clause 5.4 will be paid into a bank account notified by the Merchant to CAL in writing.
- 5.7. It shall be the responsibility of the Merchant to deduct from the amounts paid to it under clause 5.4 and remit to the Kenya Revenue Authority or any other competent authority

any taxes and other statutory deductions payable on such funds and any value-added tax or sales tax payable on the Merchant Services to which the payments relate.

- 5.8. If applicable, CAL shall deduct from and pay to the Kenya Revenue Authority any tax on the monies payable to the Merchant that is required to be withheld at source, at such rate as may be prescribed by the applicable law from time to time. Upon such deduction, the Merchant shall present CAL with a withholding tax certificate or such other proof of deduction and remittance as shall be applicable and in such form and within timelines as may be prescribed under the applicable law from time to time. Save as provided under this clause 5.7, all commissions payable to CAL under the Agreement shall be paid without deduction or set-off of any kind.
- 5.9. Without prejudice to any other right or remedy that CAL may have under the Agreement or any applicable law, CAL reserves the right to set off any amount owing at any time from CAL to the Merchant against any amount payable by the Merchant to CAL, whether under the Agreement or otherwise.

## **6. REPRESENTATION AND WARRANTIES**

6.1. Each party represents and warrants to the other party that:

6.1.1. There are no proceedings pending or, to its knowledge, threatened, and there is no existing basis for any such proceedings, against or affecting it by or before any court, arbitrator, or other governmental authority which, if adversely determined, individually or in the aggregate might be reasonably expected to materially and adversely affect its ability to perform its obligations under the Agreement;

6.1.2. It validly exists under the laws of Kenya and has all the necessary power and authority to enter into and perform all of its obligations under the Agreement, has in addition obtained all necessary permits, licences and consents from all relevant regulatory authorities and has, in addition, not taken any corporate action or other action for its winding up, dissolution or re-organisation or for the appointment of a receiver, trustee or similar officer of it or of any or all of its assets or revenues or for bankruptcy (where applicable); and that

6.1.3. Its execution, delivery and performance of the Agreement will not be in conflict with or breach any other agreement or obligation to which it is a party or is bound.

6.2. The Merchant represents and warrants as at the Commencement Date and at all times during the Term that:

6.2.1. Each Voucher, upon being activated and delivered to a Purchaser shall be available immediately for redemption by such Purchaser;

6.2.2. The terms and conditions of the Voucher, including any discounts or goods and services offered thereunder, comply with all, and do not and will not violate any applicable law, directive or order including;

6.2.3. That it owns all rights, title and interest in all trademarks, logos and other intellectual property provided by it to CAL under the Agreement and that, further, it has the right to grant licenses such trademarks, logos and other intellectual

property for purposes of the Agreement and, further, CAL's use of the same shall not violate any copyright, trademark, or other intellectual property right or right of privacy or publicity of any person; and

6.2.4. The publishing of Vouchers and any advertising or promotion thereof will not constitute false, deceptive or unfair advertising or disparagement under any applicable laws.

6.3. The Merchant agrees to fully and unconditionally defend, indemnify and hold CAL, its affiliated and related entities, and any of their shareholders, officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to legal fees and costs) arising out of or relating to any of the following:

6.3.1. Any breach or alleged breach by the Merchant of the Agreement, including, without limitation, the representations and warranties stated in clauses 6.1 and 6.2 of these General Conditions;

6.3.2. Any claim by the Kenya Revenue Authority or any other competent authority for any taxes, levies or charges payable on or arising from the display, issuance and subsequent redemption of a Voucher as well as the sale of the services or products to which the Voucher relates;

6.3.3. Any claim by any governmental entity for unredeemed Vouchers or unredeemed cash values of Vouchers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest; and

6.3.4. Any claim arising out of or relating to the products and services provided by the Merchant, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages;

6.3.5. The presentation and fulfilment of a Voucher by a person other than a Purchaser.

6.3.6. Any defects in the goods and service sold and/or delivered to the Purchaser by or on behalf of the Merchant;

6.3.7. Any mis-statement, misrepresentation, error or omission in any details disclosed by the Merchant to CAL; and

6.3.8. The performance by CAL of its obligations hereunder in accordance with the Agreement.

## **7. INTELLECTUAL PROPERTY AND SUBSCRIBER DATA**

7.1. Nothing in the Agreement shall grant, suggest, or imply any authority for the Merchant to use the name, trademarks, service marks, or trade names or other Intellectual Property of CAL and the Platform for any purpose whatsoever unless such use is done with the prior written consent of CAL.

- 7.2. The Merchant hereby grants to CAL a non-exclusive, royalty-free, limited license to use, display and reproduce the trademarks, service marks and logos of the Merchant in connection with the display, and issuance of Vouchers as well as for purposes of marketing the Platform.
- 7.3. All Subscriber Data and all Intellectual Property Rights relating to that data and the compilation, organisation or aggregation thereof, shall be the property of CAL.
- 7.4. The Merchant acknowledges that the Subscribers are the customers of CAL and that it shall have no right to contact, send any notifications to or otherwise deal with any of them except for the sole purpose of redemption of Vouchers issued and redeemed in accordance with the Agreement.

## 8. TERMINATION

- 8.1. Subject to clause 2.2, the Agreement shall automatically terminate on the expiry of the Initial Term specified on the order form
- 8.2. Each party shall be entitled to terminate the Agreement by giving written notice to the other party (such termination immediately effective upon the giving of such notice of termination):
  - 8.2.1. If one party cease(s) or threaten(s) to cease to carry on its/their business;
  - 8.2.2. If the other party fails to comply with its obligations under the Agreement, and, if the failure can be cured, the defaulting party fails to cure such a failure within fourteen (14) days of written notice from the other party (or such longer period as may be indicated in the notice) or where the defaulting party declares that it will not be able to remedy the default within such time;
  - 8.2.3. If a receiver, administrator, bankruptcy trustee or similar officer is appointed over all or any part of the assets or undertaking of the other party;
  - 8.2.4. If the other party makes any arrangement for the benefit of its creditors;
  - 8.2.5. If the other party goes into liquidation save for the purposes of a genuine amalgamation or reconstruction; or
  - 8.2.6. In the event of either party being prohibited by any law or official requirement from complying with the terms of the Agreement.
- 8.3. Each party shall be entitled to terminate the Agreement at any time, without cause, by giving the other party at least fourteen (14) days' prior written notice. Provided that the effective date of such termination shall be the last day of such notice period.
- 8.4. The termination of the Agreement shall not affect those provisions of the Agreement which expressly or by necessary implication provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this. Further, the termination of the Agreement, howsoever occurring, shall not prejudice any accrued rights and/or obligations of either party.

## 9. NOTICES

9.1. The parties select as their respective addresses, the addresses set out below for all purposes arising out of or in connection with the Agreement at which addresses only all processes and notices arising out of or in connection with the Agreement may validly be served upon or delivered by the parties.

**CAL:** The Chief Executive Officer  
Content Aggregation Limited  
Westlands Office Park  
Waiyaki Way  
P.O Box 7468-00300  
Nairobi, Kenya

**MERCHANT:** to be provided by the merchant

9.2. A notice shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if sent by registered post, at the expiration of fourteen (14) days after the same was delivered into the custody of the postal authorities;
- (c) if sent by telefax or email, at the expiration of forty-eight (48) hours after dispatch.

9.3. In proving such service, it shall be sufficient to prove that delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as registered post letter or that the telefax or email was properly addressed and dispatched.

## 10. GENERAL/MISCELLANEOUS

### 10.1. INDEPENDENT RELATIONSHIP

The parties are independent entities and are not and shall not be construed as joint venture parties, partners, employer/employee, or agents of the other and neither shall have the power to bind or obligate the other, except as set forth in the Agreement.

### 10.2. LIMITATION OF LIABILITY

It is hereby agreed between the parties that:

10.2.1. CAL shall not at any time be responsible for any loss or damage to the Merchant (whether or not awarded by a judicial or legally constituted tribunal) howsoever occurring under the Agreement unless such loss or damage arises from the gross negligence, wilful default or fraud of CAL;

10.2.2. no warranty or guarantee is provided by CAL in connection with the number of Vouchers that will be issued, if any, or the revenue that the Merchant may earn from issuance and redemption of Vouchers; and

10.2.3. no guarantee is provided by CAL to the Merchant on availability of the Platform to Subscribers and any downtime or suspension of services on the Platform or the inability of a Subscriber to retrieve access or redeem a Voucher on the Platform will not create any liability on the part of CAL.

**10.3. MODIFICATION OF AGREEMENT**

10.4. In the event any of the provisions in the Form of Agreement are to be modified after the Form of Agreement has been signed, the modifications shall be made in writing and signed by the authorised representatives of the parties.

10.5. In the event any of the provisions in the General Conditions are to be modified after the Form of Agreement has been signed, the modifications shall be notified by CAL to the Merchant at least seven seven (7) Business Days prior to the date on which such modifications are intended to take effect.

10.6. No variation, extension or cancellation of the expressed terms of the Agreement shall be binding upon CAL unless such variation, extension or cancellation is done in accordance with this clause 10.3.

**10.7. ASSIGNMENT OF AGREEMENT**

The Merchant may not assign or transfer or purport to assign or transfer its rights or obligations under the Agreement without having first sought and obtained the written consent of CAL. CAL may at its sole discretion repudiate the Agreement without consequence if the Merchant is in breach of this clause.

**10.8. CONFIDENTIALITY**

The Merchant shall not at any time disclose, directly or indirectly to any other person whatsoever (including to the public or any section of the public) any information concerning the Agreement or any other information of any nature whatsoever concerning CAL or the Platform or any other matter, whether such information or matter is stated to be confidential or not, without the express written permission of CAL. The Merchant on its own behalf gives this covenant and also undertakes to ensure that it will take all reasonable steps to enforce obligations in like form against its, personnel, employees, partners, officers and associates.

**10.9. ENTIRE AGREEMENT**

10.9.1. The Form of Agreement and these General Conditions shall form and be read as one document and shall together constitute the Agreement (as defined above).

10.9.2. The Agreement contains the whole agreement between the parties relating to the subject matter thereof and supersedes all previous agreements and arrangements, whether oral or written between the parties in relation thereto.

**10.10. NO WAIVER**

Except where the Agreement provides otherwise, the rights and remedies contained in it are cumulative and not exclusive to rights or remedies provided by law. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Agreement.

#### 10.11. SEVERABILITY

If any provision of the Agreement is declared by any judicial or other competent authority or an arbitrator appointed hereunder to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of CAL it may be severed from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

#### 10.12. COUNTERPARTS

The Form of Agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same agreement.

#### 10.13. COSTS

Each party shall bear its own costs incurred in the negotiation, preparation and execution of the Agreement.

### 11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. Kenyan law shall govern the construction, validity and performance of the Agreement in all respects.
- 11.2. Any dispute, controversy or claim arising out of or relating to the Agreement or termination, or interpretation, breach or validity hereof, shall be resolved by way of negotiations held in good faith between the parties. Such negotiations shall begin immediately after one or both of the parties deliver(s) to the other(s) a written request for such negotiations.
- 11.3. If within fourteen (14) Business Days following the date on which such notice is given the dispute shall not have been resolved by such negotiations, the same shall be submitted to arbitration by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or in default of such agreement within ten (10) days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Kenya Chapter of the Chartered Institute of Arbitrators ("the Institute").
- 11.4. The arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.
- 11.5. To the extent permissible by the applicable law, the determination of the arbitrator shall be final, conclusive and binding upon the parties.

- 11.6. Pending final settlement or determination of a dispute, the parties shall continue to perform their subsisting obligations hereunder.
- 11.7. Nothing in this clause 11 shall prevent or delay a party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

IN WITNESS HEREOF the parties have signed the Form of Agreement on the day and year therein written.

**DRAWN BY:**

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mboya wangong'u & waiyaki

**SCHEDULE: VOUCHER RETRIEVAL AND PAYMENT PROCESS**

<b>Step</b>	<b>Description</b>
Step One	The Subscriber logs into the Platform and goes to the “Deals” page, which will include the Vouchers.
Step Two	The Subscriber selects the deal they want to purchase/Voucher they want to redeem and clicks/taps “Purchase” or such other icon as shall have been provided.
Step Three	a) CAL’s system will automatically prompt the Subscriber to pay for the Voucher using STK or other payment gateway availed by CAL. b) The Subscriber henceforth becomes a “Purchaser”.
Step Four	a) Once the Purchaser’s payment is received by CAL, the Merchant will get electronic confirmation that Purchaser has paid and release goods/services to him. b) Simultaneously, CAL’s system will record the payment in the Merchant’s wallet within the Platform. The amounts on the Merchant’s wallet will show Payments received less CAL’s commission and any other deductions made.