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TERMS AND CONDITIONS FOR FRESH LIFE CUSTOMER LOYALTY POINTS

1. Introduction

- 1.1 Fresh Life Initiative Limited ("**Fresh Life**") operates a loyalty program which is intended to reward Fresh Life's loyal customers (the "**Fresh Life Operators (FLO)**").
- 1.2 The Loyalty program shall allow FLOs to earn Fresh points through consistent and timely payment to Fresh Life of their monthly Fresh Life Toilet (FLT) fees and to redeem the points for rewards to be determined by and offered by Fresh Life from time to time.

2. Definitions

- 2.1 For the purposes of these Terms and Conditions, unless the context otherwise requires:
 - 2.1.1 "**Fresh Points**" refers to the benefit earned through the loyalty program operated by Fresh Life Initiative Limited ("**Fresh Life**"), designed to reward eligible Franchisee License Operator(s) for timely payment of their Fresh Life Toilet (FLT) fees.
 - 2.1.2 "**Loyalty Program**" means the Fresh Life Points program, including the terms governing the earning, accumulation, and redemption of Fresh Points.
 - 2.1.3 "**FLO**" means a Franchisee License Operator who has entered into a valid Franchise Agreement with Fresh Life and is eligible to participate in the Loyalty Program.
 - 2.1.4 "**FLT Fees**" means the monthly Fresh Life Toilet fees payable by an FLO under the Franchise Agreement.
 - 2.1.5 "**Rewards**" means the benefits that can be redeemed using Fresh Points, as determined by Fresh Life from time to time.
 - 2.1.6 "**Fraudulent Activity**" means any dishonest, deceptive or unlawful activity related to the Loyalty Program, including but not limited to unauthorized point accumulation, falsification of payment records or manipulation of the program system.

3. General conditions



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- 3.1 Participation in the Loyalty Program is restricted to Franchisee License Operators (FLOs) who are at least 18 years of age and have duly executed Franchise Agreements for their respective Fresh Life Toilets.
- 3.2 FLO(s) consent to automatic enrollment into the Loyalty Program upon receipt and installation of the FLT to the designated area or upon remittance of their first monthly fees of the FLT to Fresh Life.
- 3.3 Fresh Life retains the exclusive right, at its sole discretion and upon issuing a 3 month's notice to FLOs, to amend, suspend, or terminate the Loyalty Program, including but not limited to any associated benefits.
- 3.4 Fresh Life reserves the right, at its sole discretion, to terminate or revoke an FLO's participation in the Loyalty Program in the event of any unauthorized use, including but not limited to fraud, attempted fraud, non-compliance with the General Terms and Conditions, abuse or attempted abuse of the program, breach or attempted breach of the terms, or any conduct involving theft, misconduct, abusive behavior, or the provision of false or misleading information.
- 3.5 Fresh Life maintains the exclusive right to determine the value of Fresh Points and, at its sole discretion, to modify or replace the rewards with those of equivalent value, upon issuance of prior notice to FLOs.
- 3.6 The loyalty program membership is exclusive to the registered FLOs and non-transferable to any third party. In the event of an FLO's death, their accumulated Fresh points shall not be transferred to their estate, beneficiaries, or successors, and shall automatically expire.

4. Enrollment to the Loyalty program

- 4.1 Participation in the Loyalty Program is limited to FLOs aged 18 or older with a valid Franchise Agreement, no outstanding FLT Fees beyond 90 days, and no prior disqualification for misconduct. Eligible FLOs consent to be automatically enrolled to the loyalty program upon payment of their FLT Fees.
- 4.2 Fresh Life reserves the right to reject or suspend participation in the Loyalty Program for any FLO who does not meet the eligibility requirements or violates these Terms and Conditions.



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5. Earning Fresh Points

- 5.1 FLOs who participate in the Loyalty Program will accrue points upon the timely payment of their FLT monthly fees to Fresh Life.
- 5.2 Customers who pay the FLT monthly fee on or before the 10th of each month, earn 2.5 points. Payments made after the 10th but within the same month earn 1 point.
- 5.3 The Fresh points shall possess no market value and cannot be converted into cash or transferred, sold, or exchanged to any third party.
- 5.4 Fresh points will be credited to the FLO's account on a monthly basis as basic earned Fresh Points based on the timely payment of the monthly FLT fees.
- 5.5 An FLO shall be awarded 2.5 basic points per FLT equivalent to Kshs. 50 upon payment of the monthly FLT fees on or before the 10th day of the month. For any payment made within the month but after the 10th day of the month, the FLO shall earn 1 basic point per FLT equivalent to Kshs. 20.

6. How to check the Fresh Points

An FLO may review their earned Fresh Points by dialing the USSD code *384*11#

7. Special points

Fresh Life reserves the exclusive right, at its sole discretion, to offer FLOs a special redemption value on designated occasions as determined by Fresh Life.

8. Validity of the Fresh Points

8.1 The Fresh Points will expire: –

- 8.1.1 Upon termination of the Franchise Agreement and repossession of the FLO's FLT(s) by Fresh Life
- 8.1.2 Upon death of the FLO



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8.2 Fresh Life will give an FLO a month's notice via phone message prior to expiry of their Fresh Points. Upon lapse of the expiry period, the FLO's Fresh Points will be reset to zero and a notification sent to them via message.

8.3 All inquiries regarding Fresh Points shall be made to Fresh Life through its Communication's department via comms@fresh-life.org or by call to +254711082422

8.4 Upon accumulation of Fresh Points equivalent to an FLO's one month's FLT fees without redeeming them into rewards

9. Rewards

9.1 The FLOs shall redeem their Fresh Points by way of payment of their month's FLT fees.

9.2 The FLOs shall access their redemption transaction by dialing the USSD code ***384*11#**

10. Data protection

10.1 The Privacy Policy sets forth the data protection principles and practices that Fresh Life ("we," "us," or "our," unless expressly referring to the company) adheres to in the collection, receipt, processing and management of personal data in the course of conducting business, including but not limited to the provision of services, products, websites, employee-related operations and user applications. All personal information collected will only be used by Fresh Life in accordance with the Privacy policy.

10.2 By enrolling in the Loyalty Program, the FLO consents to the collection, processing and use of personal information provided during execution of the Franchise Agreement with Fresh Life or upon registration for the Loyalty Program. The FLO further consents to receive standard communications and marketing materials from Fresh Life at the contact details provided.

11 Limitation of Liability

11.1 Fresh Life shall not be liable for any technical failures, service disruptions, or system errors affecting point earning or redemption, nor for any indirect, incidental, or consequential losses incurred by an FLO in connection with the Loyalty Program.

11.2 Fresh Life's total liability for any claim arising from or related to the Loyalty Program shall be limited to the monetary value of the FLO's accumulated and unredeemed Fresh Points.



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12. Intellectual property

All intellectual property rights in the Loyalty Program, including copyrights, trademarks, patents, trade secrets and proprietary rights, are exclusively owned by Fresh Life, its affiliates or licensors. Fresh Life reserves all rights, title and interest in its intellectual property, including trademarks used in the program. Nothing in these Terms and Conditions grants FLOs any rights, licenses or interests in the intellectual property owned by Fresh Life, or its affiliates or licensors.

13. General terms and conditions

13.1 The FLOs shall be responsible for the accuracy of the information that they enter or submit into the loyalty program.

13.2 To the maximum extent permitted by applicable law, Fresh Life excludes all warranties and conditions relating to the Loyalty Program.

13.3 To the fullest extent permitted by law, Fresh Life shall under no circumstances whatsoever be liable to the FLO, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Loyalty Program.

14. Applicable Laws

These terms and conditions are governed by and to be interpreted under the laws of Kenya and in the event of any dispute arising with these terms and conditions or any dispute arising with the Loyalty Program the courts of Kenya will have exclusive jurisdiction over such dispute.