



SpinWish
NAIROBI · KENYA

Terms and Conditions

The agreement governing access to and use of the SpinWish platform, the submission and pricing of song requests, the sending of voluntary tips, and the collection, holding and settlement of money.

LISTENERS · GUESTS · DJS · VENUES

VERSION

3.0

EFFECTIVE

1 October 2026

SUPERSEDES

Version 1.1 of 5 August 2026

GOVERNING LAW

The laws of the Republic of Kenya

OPERATOR

[Registered name], a company incorporated in Kenya under registration number [CPR/____], trading as SpinWish

NOTICES

support@spinwish.tech

IMPORTANT NOTICE TO EVERY USER

This is a legally binding agreement. By creating an account, joining a session, submitting a song request, sending a tip, accepting a request as a DJ, or receiving a payout, a person accepts every clause set out below and is bound by it.

Particular attention is drawn to the following clauses, which limit or exclude what SpinWish is answerable for and impose obligations on the User: clause 4 (what SpinWish is and is not), clause 8 (a request confers no entitlement to have a song played), clause 9 (tips buy nothing), **clause 15 (every payment is final, and the narrow grounds on which an erroneous collection is corrected)**, clause 17 (complaints about a payment), clause 22 (set-off and recovery), clause 27 (music licensing lies with the DJ and the Venue), clause 35 (matters for which SpinWish is not responsible), clause 36 (assumption of risk and release between Users), clause 38 (limitation of liability and the financial cap on it), clause 39 (indemnity), clause 41 (twelve-month limitation period) and clause 45 (dispute resolution).

Nothing in this Agreement excludes or limits any liability or any right which cannot lawfully be excluded or limited, and the rights of a Consumer under the Consumer Protection Act, 2012 are unaffected.

Contents

PART A · THE AGREEMENT	3	27. Music rights and licensing	16
1. Interpretation	3	28. Venues and premises	16
2. The agreement and its acceptance	4	PART E · CONDUCT, CONTENT AND IP	17
3. Eligibility and capacity	4	29. Acceptable use	17
4. Nature of the Platform; role of SpinWish	5	30. User Content	17
5. Accounts, credentials and authority	6	31. SpinWish intellectual property	17
6. Changes to this Agreement	6	32. Copyright complaints and takedown	18
PART B · SESSIONS, REQUESTS AND TIPS	6	33. Moderation and enforcement	18
7. Sessions	6	PART F · RISK AND LIABILITY	18
8. Requests	7	34. Availability; disclaimer of warranties	18
9. Tips	7	35. Matters SpinWish is not responsible for	19
10. Request Notes	8	36. Assumption of risk; release	20
PART C · MONEY	8	37. Third-party services	20
11. Price, currency and what is charged	8	38. Limitation of liability	20
12. Payment authorisation and mandate	9	39. Indemnity	21
13. Failures, timeouts and unmatched funds	9	40. Force majeure	21
14. Receipts, records and evidence	10	41. Time limit for claims	21
15. Finality of payment	10	PART G · DATA, TERM AND GENERAL	22
16. Unauthorised transactions and fraud	11	42. Data protection	22
17. Complaints about a payment	11	43. Notices and communications	22
18. Platform Commission and deductions	12	44. Term, suspension and termination	22
19. The Earnings Ledger	12	45. Complaints and dispute resolution	23
20. Payouts	13	46. Governing law and jurisdiction	23
21. Taxes	14	47. General	23
22. Set-off, recovery and negative balances	14	SCHEDULES	25
23. Financial crime and sanctions	14	1. Fees and commission	25
24. Dormant balances and unclaimed funds	15	2. Payment outcome matrix	25
PART D · DJS AND VENUES	15	3. Payout terms	26
25. Status of the DJ	15	4. Prohibited conduct	27
26. DJ obligations and warranties	15	5. Complaints procedure	28

PART A · THE AGREEMENT

1. Interpretation

1.1 In this Agreement, unless the context requires otherwise, the following expressions bear the following meanings:

- (a) **"Account"** means a registered user account on the Platform, of any role;
- (b) **"Agreement"** means these Terms and Conditions, together with the Schedules and each document incorporated by clause 2.4;
- (c) **"Applicable Law"** means the laws of the Republic of Kenya and any other law, regulation, directive, licence condition or regulatory requirement binding on SpinWish or on the User in relation to the Platform;
- (d) **"Available Balance"** means so much of the DJ Net Amounts recorded in a DJ's Earnings Ledger as has become available for Payout under clause 19.3 and is not subject to a hold, reserve, set-off or investigation;
- (e) **"Business Day"** means a day other than a Saturday, a Sunday or a public holiday in Kenya;
- (f) **"Consumer"** bears the meaning given to it in the Consumer Protection Act, 2012;
- (g) **"DJ"** means a User who holds a DJ role on the Platform, who creates and controls Sessions, and who receives Request Payments and Tips;
- (h) **"DJ Net Amount"** means, in respect of any Request Payment or Tip, the Gross Amount less the Platform Commission, computed and recorded at the time the payment is recorded;
- (i) **"Earnings Ledger"** means the running record maintained by SpinWish of DJ Net Amounts credited to a DJ, the deductions made against them, and the Payouts made from them;
- (j) **"Gross Amount"** means the full amount paid by a Listener or Guest in respect of a Request or a Tip, being the amount displayed to that person before authorisation;
- (k) **"Guest"** means a person who uses the Platform by way of a Session link or QR code without holding a registered Account;
- (l) **"Listener"** means a User who joins Sessions, submits Requests or sends Tips, and includes a Guest except where this Agreement provides otherwise;
- (m) **"Mobile Money Service"** means M-Pesa, operated by Safaricom PLC, and any other mobile money, card, bank or payment service made available on the Platform from time to time;
- (n) **"MSISDN"** means a mobile telephone number registered with a mobile network operator;
- (o) **"Payout"** means a transfer of an Available Balance from SpinWish to a DJ's Payout Method, and **"Payout Method"** means a mobile money or bank destination registered and verified by that DJ;
- (p) **"Platform"** means the SpinWish mobile applications, web applications, application programming interfaces, servers and related services, in each case as made available from time to time;
- (q) **"Platform Commission"** means the commission retained by SpinWish out of each Gross Amount at the rate set out in Schedule 1;
- (r) **"Queue"** means the ordered list of Requests presented to a DJ within a Session;
- (s) **"Request"** means a song request submitted by a Listener within a Session, and **"Request Payment"** means the payment made in respect of it;
- (t) **"Request Note"** means any free text a Listener attaches to a Request;
- (u) **"Session"** means a live set created by a DJ on the Platform, from the time it is opened to the time it is ended;
- (v) **"SpinWish", "we", "us" and "our"** mean [Registered name], a company incorporated in the Republic of Kenya under registration number [CPR/___], having its registered office at [address], Nairobi, and trading as SpinWish;

- (w) **"STK Prompt"** means the payment authorisation prompt delivered by a Mobile Money Service to a handset for entry of the customer's personal identification number;
- (x) **"Tip"** means a voluntary gratuity sent by a Listener to a DJ otherwise than as a Request Payment;
- (y) **"User"** means any person who accesses or uses the Platform in any capacity, and **"you"** and **"your"** are construed accordingly; and
- (z) **"Venue"** means premises at which a Session takes place, and includes the operator, licensee and occupier of those premises.

- 1.2 In this Agreement: headings are for convenience only and do not affect construction; the singular includes the plural and the converse; a reference to a person includes a body corporate and an unincorporated body; "including", "in particular" and "for example" are illustrative and do not limit what precedes them; a reference to a statute is to that statute as amended, consolidated or re-enacted from time to time; "writing" includes electronic communication; a reference to a clause or Schedule is to a clause of or Schedule to this Agreement; and the Schedules form part of this Agreement and have the same force as the clauses.
- 1.3 If there is any conflict between the documents comprising this Agreement, the order of precedence is: first, these Terms and Conditions; second, the Schedules; third, any document incorporated by clause 2.4; and fourth, any other statement made on the Platform. A statement made in help text, a marketing communication, a screen summary or a plain-language explanation does not vary this Agreement.

2. The agreement and its acceptance

- 2.1 This Agreement constitutes a binding contract between SpinWish and each User.
- 2.2 A person accepts this Agreement by any of the following: creating an Account; indicating acceptance in the Platform interface; joining a Session as a Guest; submitting a Request; sending a Tip; opening or accepting a Request within a Session as a DJ; or receiving a Payout. Acceptance takes effect on the first of those events to occur.
- 2.3 Acceptance given electronically is valid, effective and enforceable, and each User agrees not to dispute the validity of this Agreement on the ground that it was accepted electronically or that it bears no manuscript signature.
- 2.4 The following documents are incorporated into and form part of this Agreement: the Privacy Policy; the Payments Policy; the Community Guidelines; the DJ Agreement (as to Users holding a DJ role); and the Venue Terms (as to Venues). Where a document so incorporated is inconsistent with these Terms and Conditions on a matter concerning money, this Agreement prevails.
- 2.5 SpinWish records the version of this Agreement accepted by each User and the date and time of acceptance. That record is admissible as evidence of the terms on which that User contracted, and in the absence of manifest error is conclusive as to which version was accepted.
- 2.6 A person who does not accept this Agreement must not access or use the Platform.

3. Eligibility and capacity

- 3.1 The Platform is available only to persons who are **eighteen (18) years of age or older** and who have legal capacity to enter into a binding contract. A person who does not meet this requirement must not use the Platform, must not submit a Request and must not send a Tip.
- 3.2 Each User warrants on each occasion of use that the User meets the requirements of clause 3.1, that the information supplied to SpinWish is true, accurate and complete, and that the User is not subject to any sanction, order or prohibition which would make the User's use of the Platform unlawful.
- 3.3 A person whose Account has previously been terminated for breach may not open a further Account without our written consent.

- 3.4 A DJ additionally warrants that the DJ has the legal right to perform at each Venue at which the DJ opens a Session, and holds every consent, permit and authorisation required for that performance.
- 3.5 Where a User purports to act for a company, partnership, venue or other entity, that User warrants that it is authorised to bind that entity, and this Agreement binds that entity and that User jointly and severally.
- 3.6 SpinWish may at any time require a User to verify identity, age, address, control of an MSISDN, source of funds or entitlement to a Payout Method, and may suspend access, a transaction or a Payout until verification is completed to our reasonable satisfaction. SpinWish is not liable for any loss arising from a suspension under this clause.

4. Nature of the Platform; role of SpinWish

- 4.1 **SpinWish is a technology intermediary.** The Platform provides the means by which a Listener may communicate a Request to a DJ, by which a payment in respect of that Request may be collected and accounted for, and by which a DJ may manage a Queue and receive settlement. SpinWish does not perform, does not select music, does not operate venues and does not provide entertainment.
- 4.2 **SpinWish is not a party to the performance.** Any arrangement between a DJ and a Venue is made between them alone. Any entitlement created by an accepted Request subsists between the Listener and the DJ. SpinWish is not a party to either, is not a promoter, booking agent, event organiser or producer, and assumes no obligation of either party to the other.
- 4.3 **SpinWish is a limited collection agent only.** In collecting a Request Payment or a Tip, SpinWish acts as the DJ's limited agent for the sole purpose of receiving that amount. Receipt by SpinWish of a Gross Amount discharges the Listener's payment obligation to the DJ to the extent of that amount, and the DJ may not pursue the Listener for it. This appointment confers no authority beyond collection, and does not make SpinWish the DJ's agent for any other purpose.
- 4.4 **SpinWish is not a music service.** SpinWish does not host, store, reproduce, encode, stream, transmit, broadcast, communicate to the public or otherwise make available any sound recording, musical work, lyric or audiovisual work. The Platform displays descriptive metadata only, namely title, artist, album, duration and artwork obtained from third-party catalogue providers. SpinWish holds no public performance, mechanical, synchronisation, reproduction or communication licence in respect of any work, and no such licence is granted, sublicensed or implied by this Agreement or by any feature of the Platform.
- 4.5 **SpinWish exercises no editorial control.** What is played in a Session, in what order, and whether a Request is played at all, is determined by the DJ alone. SpinWish neither instructs nor approves any musical selection and has no ability to cause a song to be played.
- 4.6 **SpinWish is not a financial institution.** SpinWish does not carry on banking business, does not take deposits, does not issue electronic money and does not provide a payment instrument. All movements of funds occur over the systems of licensed Mobile Money Services, banks and payment service providers. An Earnings Ledger balance is a contractual record of an amount owed and is not a deposit, a bank account, a wallet or a store of value.
- 4.7 **SpinWish is not an employer.** Nothing in this Agreement creates a relationship of employer and employee, principal and agent (save as expressly stated in clause 4.3), partnership or joint venture between SpinWish and any DJ, Listener or Venue.
- 4.8 **No endorsement.** The presence of a DJ, a Venue, a Session or a song on the Platform is not a recommendation, endorsement, verification or warranty by SpinWish as to that person, place, event or work, or as to the quality, legality or safety of anything associated with it.
- 4.9 Each User acknowledges that the allocation of roles in this clause 4 is fundamental to the terms on which the Platform is offered, and that the Platform would not be offered on any other basis.

5. Accounts, credentials and authority

- 5.1 A User must supply accurate registration information and keep it current, in particular any email address or MSISDN used for receipts, Settlements or Payouts.
- 5.2 One Account per person. An Account may not be shared, sold, rented, transferred or made available to any other person, and a DJ Account may not be operated by any person other than the DJ.
- 5.3 A User is responsible for keeping Account credentials confidential and for every act carried out through the Account, **including every payment authorised and every Payout requested**, whether or not that act was authorised by the User, save to the extent it results from our fraud or our failure to act on a notice given under clause 5.5.
- 5.4 SpinWish is entitled to act on any instruction appearing to originate from an Account authenticated with valid credentials, without further enquiry.
- 5.5 A User must notify SpinWish immediately on becoming aware of any loss, theft, unauthorised use or compromise of credentials, of a handset, or of an MSISDN used for payment. The Platform provides the means to end individual device sessions and to revoke all sessions at once, and a User is expected to use them.
- 5.6 SpinWish may require a change of credentials, revoke sessions or suspend an Account where we reasonably suspect compromise, and is not liable for loss arising from such action taken in good faith.

6. Changes to this Agreement

- 6.1 SpinWish may amend this Agreement. Each version is numbered and dated, and the version in force is the one published on the Platform at the time of the relevant transaction.
- 6.2 Save as provided in clause 6.3, SpinWish gives not less than **fourteen (14) days'** notice of a material amendment through the Platform or by email. An amendment required by Applicable Law, by a regulator, by a payment provider, or to address a security or fraud risk, may take effect immediately on notice.
- 6.3 Where an amendment changes what a Listener pays, what a Request or Tip entitles the Listener to, or the rate of the Platform Commission, the affected User is asked to accept the amended Agreement before the change applies to that User, and the Platform Commission rate is additionally subject to clause 18.3.
- 6.4 Continued use of the Platform after an amendment takes effect constitutes acceptance of it. A User who does not accept an amendment must cease using the Platform and may close the Account; closure does not affect any accrued right or obligation of either party.
- 6.5 No amendment applies retrospectively to a transaction completed before it took effect.

PART B · SESSIONS, REQUESTS AND TIPS

7. Sessions

- 7.1 A Session is created, configured, controlled and ended by the DJ. The DJ determines whether the Session accepts Requests, the price of a Request, whether Tips are accepted, and when the Session closes.
- 7.2 SpinWish does not warrant that any Session will take place, will start or end at any particular time, will run for any period, will accept Requests, or will continue to be available once joined. A Session may end at any moment, with or without notice, for any reason.
- 7.3 A DJ or a Venue may pause, restrict or close a Session, may limit the number or type of Requests, and may decline to accept Requests from a particular person.
- 7.4 SpinWish may suspend, close or restrict a Session where we reasonably consider it necessary for safety, for compliance with Applicable Law, to address suspected fraud or abuse, or for technical

reasons, and is not liable for loss arising from doing so. Where a Session is closed under this clause, Request Payments in respect of Requests not played are dealt with under clause 15.

- 7.5 A Session may be joined by way of a link or QR code. Any person in possession of that link or code may join, and the DJ and the Venue are responsible for how it is distributed. SpinWish is not responsible for a Session being joined by a person for whom it was not intended.
- 7.6 A Guest may join a Session, submit a Request and send a Tip without registering. A Guest is a User for all purposes of this Agreement, and a Guest's MSISDN is the sole means by which SpinWish can identify that Guest and return money to that Guest.

8. Requests

- 8.1 **What a Request is.** A Request is a request that a DJ *consider* playing a song. It places the song, the amount paid and any Request Note in front of the DJ. **It does not oblige the DJ to play the song and confers no entitlement to have it played.**
- 8.2 **No guarantee of any kind.** SpinWish gives no warranty and makes no representation that a Request will be seen, accepted, played, played in full, played at any particular time, played in any particular order, or played before the Session ends.
- 8.3 **The Queue is chronological.** Requests enter the Queue in the order in which payment for them is confirmed. **Paying a higher amount does not advance a Request in the Queue.** The order may be changed only by the DJ, by hand, during the Session. Any belief that a larger payment secures priority is mistaken, is not induced by SpinWish, and gives rise to no claim.
- 8.4 **The DJ's discretion is absolute.** A DJ may decline, defer or disregard a Request for any reason or none, including the mood of the room, the structure of the set, the genre, language or lyrical content of the song, its length, its availability, its licensing status, its suitability for the Venue, a Venue rule, repetition, technical limitation, or the DJ's own creative judgement. A DJ declining a Request is the DJ exercising professional judgement and is not a failure of the Platform.
- 8.5 **Request states.** A Request is at any time pending, accepted, played, rejected, or recorded as not played. A Request which is pending or accepted when the Session ends is recorded as not played. The financial consequence of each state is set out in clause 15 and Schedule 2.
- 8.6 **Price is fixed at submission.** The price of a Request is set by the DJ for that Session and is displayed to the Listener before authorisation. The price applicable to a Request is the price displayed at the moment it is submitted, and a subsequent change by the DJ does not affect it.
- 8.7 **Verification before payment.** The Listener is responsible for checking the song, the artist, the Session, the DJ, the amount and the MSISDN before authorising payment. A Request submitted for the wrong song, the wrong DJ or the wrong Session does not entitle the Listener to the return of any amount; clause 15 applies, and clause 15.8(g) states this expressly.
- 8.8 **Catalogue metadata.** Song information displayed on the Platform is supplied by third-party catalogue providers. It may be incomplete, out of date or wrong; a work may be listed which the DJ does not hold or cannot lawfully perform; and a work may be absent from the catalogue altogether. SpinWish does not warrant the accuracy or completeness of that information and is under no obligation to obtain, procure or make available any recording.
- 8.9 A Request confers no right in the song, no licence, no copy and no interest of any kind in any work.

9. Tips

- 9.1 **A Tip is voluntary.** A Tip is an optional gratuity given by a Listener to a DJ in appreciation of the entertainment. It is given freely, in an amount chosen by the Listener, and is not required in order to use the Platform, to join a Session or to submit a Request.

- 9.2 No Tip is applied automatically, mandatorily or by default. Where the Platform suggests an amount, the Listener may alter it or decline to tip, and declining has no consequence for that Listener's use of the Platform or for any Request already submitted.
- 9.3 **A Tip buys nothing.** A Tip is not consideration for any service, act or forbearance. It does not entitle the Listener to have any song played, to have any Request accepted, prioritised, reordered, replayed or acknowledged, or to receive anything at all. **A Tip creates no obligation on the DJ and no obligation on SpinWish.**
- 9.4 Any attempt to characterise a Tip as payment for a Request, as a fee for priority, or as consideration for any promise, whether by the Listener, the DJ or otherwise, is of no effect as between the User and SpinWish, and does not convert a Tip into a Request Payment for the purposes of clause 15.
- 9.5 **Tips are final.** Once a Tip is authorised and confirmed it is complete and **final**. No amount is returned in respect of it, save where clause 15.6 applies to an erroneous collection.
- 9.6 A Tip is income of the DJ and is subject to the Platform Commission in the same manner as a Request Payment, as set out in clause 18.

10. Request Notes

- 10.1 A Request Note is written by the Listener, is read by the DJ, and may be displayed on a screen, shown to a Venue or read aloud to those present. A Listener who attaches a Request Note should assume it will be seen and heard by others.
- 10.2 The Listener is the author of the Request Note and is solely responsible for its content, including any defamatory, offensive, obscene, threatening, discriminatory, misleading or unlawful statement in it, and for any personal data it contains about any person.
- 10.3 A Request Note is not confidential and is not treated as private correspondence.
- 10.4 SpinWish does not pre-screen Request Notes, is under no obligation to do so, and may remove, redact or withhold any Request Note at any time. A Request Note removed under this clause does not entitle the Listener to the return of any amount, the Request itself being unaffected.

PART C · MONEY

11. Price, currency and what is charged

- 11.1 All amounts on the Platform are in Kenya Shillings (KES). SpinWish does not transact in any other currency and does not perform currency conversion.
- 11.2 **The displayed price is the whole amount.** The amount shown to a Listener before authorisation is the total payable to SpinWish. **No service charge, booking fee, convenience fee, platform fee or commission is added to a Listener's payment.**
- 11.3 The Platform Commission is taken from the DJ's side of the transaction and is deducted from the Gross Amount before the DJ Net Amount is credited. It is not, and never has been, an addition to what the Listener pays.
- 11.4 A Mobile Money Service may levy its own transaction charge on the Listener. That charge is imposed by the operator under its own terms, is not received by SpinWish, is not part of the Gross Amount, and **cannot be waived or credited by SpinWish.**
- 11.5 Amounts are computed and recorded to two decimal places and rounded half upward. The DJ Net Amount and the Platform Commission always sum exactly to the Gross Amount.
- 11.6 SpinWish may set and vary minimum and maximum transaction values for Requests and Tips, and may decline any payment which falls outside them.

12. Payment authorisation and mandate

- 12.1 Payment is initiated by SpinWish sending an STK Prompt to the MSISDN supplied by the Listener. The Listener authorises the payment by entering the personal identification number for that MSISDN **on the Listener's own handset**.
- 12.2 **SpinWish never receives the PIN.** The personal identification number is entered into the Mobile Money Service, is never transmitted to, stored by, displayed to or accessible by SpinWish or the Platform, and no employee, contractor or system of SpinWish can obtain it.
- 12.3 Entry of the personal identification number in response to an STK Prompt constitutes the Listener's full, informed and **irrevocable** authorisation of that payment. A payment so authorised cannot be recalled by the Listener, and clause 15.10 applies.
- 12.4 A Listener who supplies an MSISDN warrants that the Listener owns it or is authorised by its holder to use it for that payment, and indemnifies SpinWish against any claim by its holder. A Listener may pay from an MSISDN which is not the Listener's own only where that authority exists.
- 12.5 By authorising a payment, the Listener authorises SpinWish to receive the Gross Amount as limited collection agent for the DJ under clause 4.3, and to deduct and retain the Platform Commission out of it.
- 12.6 **A Request exists only on confirmation.** A payment is complete only when the Mobile Money Service confirms it to SpinWish. A Request enters the Queue at that moment and not before. Submission of a Request without confirmed payment creates nothing.
- 12.7 If the Listener does not authorise the payment, cancels the STK Prompt, allows it to expire, has insufficient funds, or the operator declines the transaction, **nothing is charged and no Request is created**. An expired or unanswered STK Prompt is not a payment and gives rise to no claim.

13. Failures, timeouts and unmatched funds

- 13.1 An STK Prompt which is not delivered, not answered, cancelled, timed out or declined has no financial effect. Where a Listener is uncertain whether a payment succeeded, the Platform's payment status is determinative of whether a Request was created.
- 13.2 **Funds which never reach SpinWish.** Where a Mobile Money Service debits a Listener but the corresponding funds are not received by SpinWish, SpinWish cannot return or credit an amount it has not received. SpinWish will, on request and without charge, provide the Listener with the transaction reference and such information as we hold to enable the Listener to raise a trace with the operator, but **the claim in respect of those funds lies against the operator and not against SpinWish**.
- 13.3 **Unmatched funds.** Where funds are received which cannot be matched to any Request or Tip, SpinWish records the receipt, investigates it, and returns the amount to the originating MSISDN once the payer is identified. SpinWish is entitled to a reasonable period to complete that process and is not liable for delay in doing so.
- 13.4 Where a Listener pays twice for the same Request in error, the duplicate is treated as an unmatched receipt and returned under clause 13.3.
- 13.5 A payment of an amount other than the price displayed for a Request does not create a Request, and is dealt with under clause 13.3.
- 13.6 **No interest. No interest accrues to any User on any amount held by SpinWish at any time**, whether a Gross Amount awaiting allocation, a DJ Net Amount in an Earnings Ledger, an amount subject to a hold or reserve, or an amount awaiting Settlement.

14. Receipts, records and evidence

- 14.1 On confirmation of a payment, SpinWish issues a receipt recording the amount, the date and time, the Request or Tip to which it relates, and the transaction code returned by the Mobile Money Service.
- 14.2 As between SpinWish and a User, and in the absence of manifest error: the records of the Mobile Money Service are conclusive as to whether and when funds moved; and the records of SpinWish are conclusive as to the status of a Request, the composition of a Queue, the computation of the Platform Commission and the DJ Net Amount, the state of an Earnings Ledger, and the making of a Payout.
- 14.3 SpinWish retains payment and transaction records for **seven (7) years** in accordance with tax and accounting obligations. Those records are retained notwithstanding closure or deletion of an Account.
- 14.4 SpinWish makes an earnings statement available to each DJ through the Platform. Clause 19.6 applies to it.

15. Finality of payment

- 15.1 **Every payment is final.** Once a Request Payment or a Tip is authorised by the Listener and confirmed by the Mobile Money Service, it is **complete, final and not returnable**. SpinWish operates no refund, reversal, cancellation or return facility of any kind in respect of a confirmed payment, and no User has any right to require one. Schedule 2 states this outcome by outcome; this clause governs and Schedule 2 is a statement of it.
- 15.2 What a Listener pays for is **the submission and placement of a Request in a Queue**, and nothing more. Clause 8 states that a Request confers no entitlement to have a song played. It follows that the outcome of the Request does not affect the finality of the payment, and each of the following is expressly a case in which nothing is returned:
 - (a) the DJ rejects the Request;
 - (b) the Session ends while the Request is still pending or accepted, and the song is never played;
 - (c) the Request is played, whatever the Listener's view of how, when or for how long it was played;
 - (d) the Session is ended early, abandoned by the DJ, or closed automatically by the Platform.
- 15.3 A Tip is final on confirmation, and clause 9.5 states the same. A Tip buys nothing and is not conditional on any performance, so no outcome of any Session affects it.
- 15.4 **Disclosure before payment.** The finality of payment is stated to the Listener on the Platform at the point of payment and in the Payments Policy, and acceptance of this Agreement under clause 2 is acceptance of it.
- 15.5 **Grounds which do not entitle a Listener to the return of any amount.** Without limiting clause 15.1, no amount is returned on any of the following grounds, and each is expressly excluded:
 - (a) a change of mind after authorisation;
 - (b) regret as to the amount authorised, however large;
 - (c) the fact that the Listener was intoxicated or otherwise impaired when authorising the payment;
 - (d) dissatisfaction with the song as played, with the DJ's performance, mixing, timing, volume, transitions or set as a whole;
 - (e) the DJ having declined the Request;
 - (f) the Session having ended before the Request was played, or the Request having been played later than the Listener expected, or after the Listener left;
 - (g) the Listener having selected the wrong song, artist, DJ, Session or amount;
 - (h) the crowd, the atmosphere, the Venue, the sound system, the lighting, the door policy or anything else about the event;
 - (i) a Tip, in any circumstance;

- (j) a transaction charge levied by a Mobile Money Service; or
- (k) the Listener having permitted another person to use the Listener's handset, personal identification number or Account.

- 15.6 Correction of an erroneous collection.** Clause 15.1 concerns a payment which was validly taken. It does not apply to an amount which SpinWish ought never to have collected, and SpinWish corrects such a collection where it is satisfied that the amount was **a duplicate of a payment already taken for the same Request, was taken in consequence of a technical error of the Platform, or was not authorised by the person entitled to authorise it.** Clause 16 applies to the last of those. A correction under this clause is not a refund, is not available on any of the grounds in clause 15.5, and does not create a course of dealing.
- 15.7 Method of correction.** An amount corrected under clause 15.6 is returned **to the MSISDN from which the payment originated, and to no other destination.** SpinWish cannot return money to a different number, to a different person, to a bank account, to a card, in cash, or as credit on the Platform. It does not expire and is not forfeited by lapse of time, subject only to clause 24. SpinWish does not warrant any period within which it will reach the Listener, and time is not of the essence in respect of it.
- 15.8** SpinWish may, at its sole discretion and without accepting liability, return an amount as a gesture of goodwill. Doing so does not admit any breach, does not vary clause 15.1, does not create a course of dealing, and does not entitle that User or any other User to the same treatment on any other occasion.
- 15.9** Where an amount is corrected under clause 15.6 or returned under clause 15.8, the corresponding DJ Net Amount and Platform Commission are reversed. The DJ Net Amount is debited from the DJ's Earnings Ledger under clause 22 whether or not it has already been settled. **No other event debits a DJ Net Amount which has been credited,** and in particular the rejection of a Request, or a Session ending with a Request unplayed, does not.

16. Unauthorised transactions and fraud

- 16.1** A User who believes a payment was made from the User's MSISDN or Account without authority must notify SpinWish **within thirty (30) days** of the date of that payment. A claim notified after that period may be refused.
- 16.2** SpinWish investigates each such claim and may require the User to provide information, documents, a statutory declaration or a police abstract, and to co-operate with the Mobile Money Service. A User who does not co-operate may have the claim refused.
- 16.3** SpinWish may suspend an Account, withhold an Available Balance, decline a Payout and reverse a credit while an investigation under this clause is in progress, and is not liable for loss arising from doing so.
- 16.4** No amount is returned under this clause where the User authorised the payment, disclosed a personal identification number or credentials, permitted another person to use the handset, MSISDN or Account, or failed to notify a compromise under clause 5.5.
- 16.5** A User who makes a claim under this clause which SpinWish reasonably determines to be false, exaggerated or made in bad faith may have the Account terminated, and SpinWish may recover any amount paid on the strength of that claim, together with the costs of investigation, under clause 22.

17. Complaints about a payment

- 17.1** A User with a complaint about a payment must raise it with SpinWish through the Platform or at support@spinwish.tech. SpinWish acknowledges each such complaint **within twenty-four (24) hours** and issues a reference, and Schedule 5 sets out the procedure that follows. **The procedure is a right to an answer, not a claim on the money:** clause 15.1 applies to the payment, and no complaint made under this clause can result in the return of a confirmed payment except under clause 15.6.

- 17.2 A User agrees not to initiate a reversal, recall, chargeback or complaint to a Mobile Money Service, bank or regulator in respect of a transaction before exhausting the procedure in Schedule 5, save where Applicable Law confers a right to do so at once.
- 17.3 SpinWish may disclose to a Mobile Money Service, bank, card scheme, insurer, regulator or law enforcement agency such transaction records, timestamps, receipts, device and Account information, Session records, Queue records and communications as are relevant to defending or answering a complaint about a transaction, and each User consents to that disclosure.
- 17.4 Where a reversal, recall or chargeback is initiated in breach of clause 17.2, or is determined to be unfounded, SpinWish may recover the reversed amount together with any fee, charge or cost incurred by SpinWish in consequence, under clause 22.
- 17.5 SpinWish may suspend or terminate the Account of a User who repeatedly initiates unfounded reversals, and may decline to accept further payments from that User or that MSISDN.

18. Platform Commission and deductions

- 18.1 SpinWish retains the Platform Commission out of each Gross Amount at the rate set out in Schedule 1. The commission is applied to Request Payments and to Tips alike.
- 18.2 The Platform Commission and the DJ Net Amount are computed at the moment the payment is recorded and are stored against that transaction. **A change in the rate does not alter the split recorded against any earlier transaction.**
- 18.3 SpinWish may vary the rate on not less than **thirty (30) days'** notice to affected DJs. A variation applies only to payments recorded after it takes effect. A DJ who does not accept a variation may cease using the Platform, and any Available Balance is settled to them in the ordinary way under clause 20.
- 18.4 The Platform Commission is stated inclusive of value added tax where such tax is chargeable on it. SpinWish issues a tax invoice or equivalent record on request.
- 18.5 In addition to the Platform Commission, SpinWish may deduct from an Earnings Ledger: an amount corrected under clause 15.6 or returned under clause 15.8; a reversal, recall or chargeback recovered under clause 17.4; a correction of a credit made in error; a Payout which has been made and subsequently recalled or dishonoured; and any amount recoverable under clause 22. **The outcome of a Request is not a deduction** — see clause 15.9.

19. The Earnings Ledger

- 19.1 SpinWish maintains an Earnings Ledger for each DJ recording DJ Net Amounts credited, deductions made and Payouts effected.
- 19.2 An Earnings Ledger balance is a record of a contractual debt owed by SpinWish to the DJ, subject to this Agreement. **It is not a deposit, not a bank account, not electronic money, not a wallet and not held on trust**, save where Applicable Law requires otherwise. Clause 13.6 applies to it.
- 19.3 A DJ Net Amount becomes part of the Available Balance when the Session to which it relates has ended, and provided it is not subject to a hold under clause 19.4. There is no return period to wait for: every payment is final under clause 15.1, so a DJ Net Amount is not provisional and is not held against the possibility of a return.
- 19.3A **The forty-eight hour guarantee.** Notwithstanding clause 19.3, a DJ Net Amount becomes part of the Available Balance **no later than forty-eight (48) hours after the confirmation of the payment from which it arises**, whether or not the Session has ended by then. Clause 20.6 states the corresponding obligation to settle it.
- 19.4 **Holds and reserves.** SpinWish may place a hold on, or retain a reserve out of, an Earnings Ledger for up to **thirty (30) days**, and for longer where reasonably necessary, where: an investigation under

clause 16 or a reversal under clause 17.4 is in progress; the DJ is suspected of breach of this Agreement or of fraud; a regulator, court, Mobile Money Service or Applicable Law requires it; or the DJ's Account is under review. SpinWish notifies the DJ of a hold unless prohibited from doing so.

- 19.5 SpinWish may correct an entry made in error at any time, whether the error is arithmetical, technical or the result of a collection corrected under clause 15.6, and the corrected entry is the operative one.
- 19.6 A DJ must review each earnings statement and notify SpinWish of any error **within thirty (30) days** of the statement being made available. In the absence of such notice the statement is treated as accepted, save in the case of manifest error or fraud.
- 19.7 An Earnings Ledger and any balance in it are personal to the DJ. They may not be assigned, charged, pledged, transferred or dealt with in favour of any other person, and no purported dealing binds SpinWish.

20. Payouts

- 20.1 **Settlement is automatic.** SpinWish settles an Available Balance to the DJ's registered Payout Method **without any request from the DJ**, on the cadence and subject to the terms in Schedule 3. There is no withdrawal instruction, no minimum balance a DJ must reach before being paid, and no facility by which a DJ asks for their money; the obligation to pay is SpinWish's and arises without being invoked.
- 20.2 **Payout Method.** A Payout Method must be registered, verified, and **held in the DJ's own name**. SpinWish does not make Payouts to a third party, to an unverified destination, or in cash. This requirement exists to satisfy obligations under the Proceeds of Crime and Anti-Money Laundering Act, 2009 and is not waived in any circumstance.
- 20.3 A Payout passes through the states recorded on the Platform. A Payout marked as processing has been submitted for transmission and **is not payment**; payment occurs when the receiving institution credits the destination.
- 20.4 **Accuracy of details.** The DJ is solely responsible for the accuracy of every Payout Method detail. Where funds are transmitted in accordance with details supplied by the DJ, **SpinWish has performed its obligation in full**, and any loss arising from incorrect details lies with the DJ. SpinWish will make reasonable efforts to assist in recovery but does not warrant that recovery is possible and is not liable if it is not.
- 20.5 SpinWish may decline, delay, reduce or reverse a Payout where: the Available Balance is insufficient; a hold applies under clause 19.4; verification under clause 3.6 is outstanding; the Account is suspended or under investigation; the Payout would breach Applicable Law or the rules of a payment provider; or an amount is recoverable under clause 22.
- 20.6 **The forty-eight hour guarantee.** SpinWish **transmits to the DJ's registered Payout Method, within forty-eight (48) hours of the confirmation of a payment, the DJ Net Amount arising from that payment**. This is a term of this Agreement and not an estimate. It applies whatever the amount, and the cost floor in Schedule 3 does not postpone it: a balance below that floor is rolled forward only for so long as every amount in it remains inside its forty-eight hours, and is transmitted in full once any amount in it does not.
- 20.6A The guarantee in clause 20.6 is an obligation to **transmit**. Clause 20.3 applies to what follows: payment occurs when the receiving institution credits the destination, and a delay after transmission which is attributable to a Mobile Money Service, a bank or a network is not a breach of this Agreement. The guarantee is also suspended, and the forty-eight hours do not run, for so long as: the DJ has no registered and verified Payout Method (clause 20.2); a hold applies under clause 19.4; or clause 20.5 otherwise permits SpinWish to decline or delay. SpinWish notifies the DJ of any such suspension and of the reason for it.
- 20.7 A Payout which fails, is rejected or is returned is credited back to the Earnings Ledger, less any charge levied by the receiving or transmitting institution.

- 20.8 Any fee, charge, levy or tax imposed by a receiving institution or by Applicable Law on the receipt of a Payout is borne by the DJ.

21. Taxes

- 21.1 A DJ and a Venue each act on their own account and are **solely responsible** for determining, declaring and paying every tax arising on amounts received through the Platform, including income tax, turnover tax, value added tax and any digital or presumptive tax, and for any registration, filing, record-keeping or reporting obligation attaching to them.
- 21.2 SpinWish gives no tax advice. Nothing on the Platform or in this Agreement is, or may be relied upon as, advice on the tax treatment of any amount.
- 21.3 Where SpinWish is required by Applicable Law to withhold or deduct an amount on account of tax from a Payout or a credit, it may do so and remit it to the relevant authority. **A withholding so made is a good and complete discharge** of SpinWish's obligation to that extent, and SpinWish is not obliged to gross up.
- 21.4 A DJ or Venue must supply a personal identification number issued by the Kenya Revenue Authority, and such other tax information as SpinWish reasonably requires, and SpinWish may withhold Payouts until it is supplied.
- 21.5 Each DJ and Venue indemnifies SpinWish against any tax, interest, penalty or cost assessed on SpinWish in consequence of that person's failure to comply with this clause.

22. Set-off, recovery and negative balances

- 22.1 SpinWish may at any time set off any amount owed by a User to SpinWish against any amount owed by SpinWish to that User, on any account and whether present, future, actual or contingent, without notice.
- 22.2 Where a deduction exceeds an Earnings Ledger balance, the balance becomes negative and the shortfall is a debt **due and payable on demand** and in any event within seven (7) days of demand.
- 22.3 SpinWish may recover a negative balance by withholding and applying future DJ Net Amounts, by withholding Payouts, by set-off under clause 22.1, or by proceedings.
- 22.4 Interest accrues on an amount outstanding beyond the period in clause 22.2 at four (4) percentage points above the Central Bank Rate published by the Central Bank of Kenya, accruing daily from the due date until payment, both before and after judgement.
- 22.5 A User is liable for the reasonable costs of recovery, including legal costs on an advocate and client basis, collection charges and the costs of any investigation which establishes an amount recoverable.
- 22.6 This clause survives termination of this Agreement and closure of an Account.

23. Financial crime and sanctions

- 23.1 A User must not use the Platform to launder the proceeds of crime, to finance terrorism, to structure or layer transactions, to evade tax or exchange control, to move funds for a sanctioned person, to conduct gambling, or for any other unlawful purpose.
- 23.2 SpinWish operates transaction monitoring and may require identification, proof of address, proof of source of funds or proof of entitlement to an MSISDN or a Payout Method at any time.
- 23.3 SpinWish may, without notice and without liability, decline a transaction, freeze an Account, withhold an Available Balance, suspend a Payout, terminate an Account and make a report to the Financial Reporting Centre or any other competent authority, where required or permitted by Applicable Law or where SpinWish reasonably suspects a matter within clause 23.1.
- 23.4 SpinWish may be prohibited by law from informing a User that a report has been made or that an investigation is in progress. **No claim arises against SpinWish for any act done, or information**

withheld, in compliance with Applicable Law, and each User waives any claim in respect of it to the fullest extent permitted.

24. Dormant balances and unclaimed funds

- 24.1 Where an amount stands to the credit of a User and no Payout, transaction or login occurs on that Account for **twenty-four (24) consecutive months**, the amount is treated as dormant.
- 24.2 SpinWish notifies the User at the last contact details held, and if the amount remains unclaimed thereafter it is dealt with in accordance with the Unclaimed Financial Assets Act, 2011, including by delivery to the Unclaimed Financial Assets Authority where that Act so requires.
- 24.3 Delivery of an amount under clause 24.2 discharges SpinWish in full in respect of it, and thereafter the User's recourse lies against the Authority.

PART D · DJS AND VENUES

25. Status of the DJ

- 25.1 A DJ engages with the Platform as an **independent contractor on the DJ's own account**. Nothing in this Agreement creates a contract of service, a contract of employment, an apprenticeship, a partnership, a joint venture or a relationship of principal and agent between SpinWish and the DJ, and the Employment Act, 2007 does not apply as between them.
- 25.2 A DJ determines whether, when, where, for how long and for whom to perform; selects and supplies the DJ's own equipment and repertoire; sets the DJ's own prices within the Platform; may work for any other person or platform; and is not subject to the direction or control of SpinWish as to the manner of performance.
- 25.3 A DJ is not entitled to any wage, salary, leave, gratuity, pension, medical cover, redundancy payment, notice or other benefit from SpinWish, and no such entitlement arises by reason of the duration or regularity of the DJ's use of the Platform.
- 25.4 A DJ has no authority to bind SpinWish, to hold out as an employee, agent or representative of SpinWish, or to incur any obligation on behalf of SpinWish.
- 25.5 A DJ is responsible for maintaining such insurance as is appropriate to the DJ's activities, including public liability cover, and SpinWish provides none.

26. DJ obligations and warranties

- 26.1 A DJ must deal with Requests in good faith, and **must not accept a paid Request with no genuine intention of performing it**. An accepted Request should be played within a reasonable time in the ordinary course of the set, subject always to clause 8.4.
- 26.2 A DJ must end a Session honestly and promptly when the set concludes, so that Requests which were not played are recorded as such and amounts owed back to Listeners are raised. **Leaving a Session open to avoid the consequences of clause 15.3 is a material breach of this Agreement.**
- 26.3 A DJ must not: submit Requests to the DJ's own Session, whether directly or through another person; send Tips to the DJ's own Account; create artificial requests, sessions, plays, ratings, followers or earnings; or otherwise manipulate any figure on the Platform.
- 26.4 **No circumvention.** A DJ must not solicit or accept payment outside the Platform for a Request made or to be made through the Platform, and must not direct a Listener to pay by any other means for a request originating on the Platform.
- 26.5 A DJ must keep the DJ's profile, Session details and Venue information accurate, must not impersonate any person, and must not misrepresent an affiliation, credential, residency or endorsement.

- 26.6 A DJ must comply with every Venue rule, licensing condition, permitted hour, noise restriction, capacity limit and safety instruction applicable to the premises at which the DJ performs.
- 26.7 A DJ must not refuse a Request on a ground prohibited by Article 27 of the Constitution of Kenya, and must not use the Platform to harass, threaten, demean or publicly humiliate a Listener.
- 26.8 **Listener data.** A DJ who receives personal data through the Platform, including a Listener's name, Request history, amounts paid or any MSISDN disclosed to the DJ, is a data controller in respect of it. The DJ must process it only for the purpose of operating the Session, must not use it for marketing without a lawful basis, must not disclose or sell it, and must comply with the Data Protection Act, 2019. The DJ indemnifies SpinWish against any claim, penalty or cost arising from the DJ's breach of this clause.

27. Music rights and licensing

- 27.1 **The DJ warrants lawful entitlement.** A DJ warrants, in respect of every work performed in a Session, that the DJ lawfully possesses the recording and is entitled to perform it at that Venue, on that occasion, in the manner in which it is performed.
- 27.2 **Public performance licences lie with the DJ and the Venue.** Responsibility for obtaining, holding, maintaining and paying for every licence required for the public performance or communication of a musical work or sound recording, including any licence required from a collective management organisation representing authors, performers or producers, and any Venue, entertainment or liquor licence, rests **exclusively with the DJ and the Venue**, according to their arrangement between themselves.
- 27.3 **SpinWish holds no licence and pays no royalty.** SpinWish does not obtain, hold, administer, account for or pay any licence fee, royalty, equitable remuneration or other sum to any rights holder or collective management organisation, and is under no obligation to do so. No part of the Platform Commission is, or is to be treated as, a royalty or licence fee.
- 27.4 **Metadata is not a licence.** The appearance of a work in the Platform's catalogue is a statement that the work exists and nothing more. It is **not** a representation that the work may lawfully be performed, that any licence covers it, that the DJ holds it, or that the rights holder has consented to anything.
- 27.5 Each DJ and each Venue indemnifies SpinWish, on the terms of clause 39, against every claim, demand, proceeding, fine, penalty, damages award, royalty assessment, settlement and cost brought or incurred by reason of the performance, reproduction or communication of any work in connection with a Session, including any claim by a rights holder, a collective management organisation or a licensing body.
- 27.6 SpinWish operates the notice and takedown procedure in clause 32. Compliance with that procedure, and the removal of material or the suspension of an Account under it, is not an admission of infringement, of knowledge or of any liability on the part of SpinWish.

28. Venues and premises

- 28.1 A Venue warrants that it holds every licence, permit, consent and insurance required for its premises and for the entertainment conducted there, that the premises are safe and lawfully occupied, and that it complies with every requirement as to capacity, fire safety, security, permitted hours and the sale of alcoholic drinks.
- 28.2 The Venue is the occupier of its premises and owes the duties of an occupier to every person present. **SpinWish is not an occupier, organiser, promoter or controller of any premises** and owes no duty in respect of them.
- 28.3 Venue information displayed on the Platform, including name, address, coordinates, capacity and description, is supplied by the DJ or the Venue. SpinWish does not verify it, does not warrant its

accuracy, and is not responsible for a Listener attending premises which are closed, unsafe, at capacity, mislocated or different from what was described.

- 28.4 Admission to a Venue is controlled by the Venue. **A Request or a Tip is not a ticket, does not confer any right of entry, and does not guarantee admission, re-admission or continued presence.** A Listener refused entry to or ejected from a Venue has no claim against SpinWish and no right to a return of any amount.
- 28.5 A Venue may impose rules on Requests and Tips within its premises, and a DJ must give effect to them.
- 28.6 Each Venue indemnifies SpinWish, on the terms of clause 39, against every claim arising from the condition of its premises, the conduct of persons there, or its failure to hold any licence or permit.

PART E · CONDUCT, CONTENT AND INTELLECTUAL PROPERTY

29. Acceptable use

- 29.1 A User must use the Platform lawfully, and must not engage in any conduct listed in Schedule 4.
- 29.2 A User must not do anything constituting an offence under the Computer Misuse and Cybercrimes Act, 2018, including unauthorised access, unauthorised interference, interception, the publication of false information, cyber harassment or the misuse of a device.
- 29.3 A User must not use an automated means to access the Platform, to submit Requests, to scrape data or to inflate any figure, and must not circumvent any rate limit, access control, authentication or payment control.
- 29.4 A breach of this clause or of Schedule 4 is a material breach entitling SpinWish to act under clause 33 without notice.

30. User Content

- 30.1 A User retains ownership of the content the User submits, including profile information, images, Request Notes and Session descriptions.
- 30.2 By submitting content, a User grants SpinWish a non-exclusive, royalty-free, worldwide, sub-licensable licence to host, store, reproduce, adapt for format, display, transmit and distribute that content to the extent necessary to operate, secure and promote the Platform. The licence ends when the content is deleted, save for copies retained in backups, in records retained under clause 14.3, or where retention is required by Applicable Law.
- 30.3 A User warrants that the User owns or is licensed to grant the rights in clause 30.2, and that the content does not infringe any right of any person.
- 30.4 Images uploaded to the Platform, including profile photographs and Session artwork, are served from publicly addressable locations and may be viewed by any person holding the address, without authentication. A User who uploads an image accepts that consequence.
- 30.5 SpinWish is under no obligation to monitor, review or moderate content in advance, and does not do so. **SpinWish is not the author or publisher of User content and is not responsible for it.**

31. SpinWish intellectual property

- 31.1 The Platform, its software, source code, interfaces, design, structure, text, graphics, the name "SpinWish", the SpinWish device mark and every other mark, and all associated intellectual property rights, are owned by or licensed to SpinWish. Nothing in this Agreement transfers any of them.
- 31.2 SpinWish grants each User a limited, revocable, non-exclusive, non-transferable licence to use the Platform for its intended purpose in accordance with this Agreement, and for no other purpose.

- 31.3 A User must not copy, modify, translate, decompile, disassemble, reverse engineer, create a derivative work from, frame, mirror, resell, sublicense or make available the Platform or any part of it, save to the extent Applicable Law expressly permits and cannot be excluded.
- 31.4 Where a User provides feedback, a suggestion or an idea concerning the Platform, SpinWish may use it without restriction, without attribution and without payment, and the User assigns any right in it to SpinWish.

32. Copyright complaints and takedown

- 32.1 A rights holder who considers that material on the Platform infringes copyright may give written notice to support@spinwish.tech identifying the complainant and the complainant's interest, identifying the work and the material complained of with sufficient particularity to locate it, stating the ground of complaint, and confirming that the notice is given in good faith and that the information in it is accurate.
- 32.2 On receipt of a compliant notice SpinWish acts in accordance with the takedown procedure under the Copyright Act, 2001, and may remove or disable access to the material and notify the person who submitted it.
- 32.3 The person who submitted the material may give a counter-notice, on which SpinWish may restore the material unless the complainant commences proceedings.
- 32.4 SpinWish terminates the Account of a User who is the subject of repeated substantiated complaints.
- 32.5 A complainant is responsible for any loss caused by a notice given without a good faith belief in its accuracy, and indemnifies SpinWish and the affected User against it.
- 32.6 Action taken under this clause is taken to comply with Applicable Law and is not an admission of infringement, knowledge, control or liability by SpinWish, and clause 4.4 is unaffected.

33. Moderation and enforcement

- 33.1 Where SpinWish reasonably considers that a User has breached this Agreement, has acted unlawfully, or presents a risk to the Platform, to another User or to SpinWish, SpinWish may: issue a warning; remove or restrict content; restrict a feature; cancel a Request; close a Session; withhold or reverse an amount; suspend an Account; or terminate an Account.
- 33.2 SpinWish may act under clause 33.1 without prior notice where the circumstances require, including suspected fraud, a risk to safety, a legal requirement or a risk to the integrity of the Platform.
- 33.3 SpinWish is not obliged to disclose the detail of an investigation or the evidence relied on where disclosure would prejudice an investigation, endanger a person, breach a duty of confidence or contravene Applicable Law.
- 33.4 A User may seek review of a decision under this clause through Schedule 5.
- 33.5 SpinWish is not liable for any loss, including loss of earnings or of an opportunity, arising from action taken in good faith under this clause.
- 33.6 Suspension or termination does not extinguish an amount owed back to a Listener under clause 15 or an Available Balance properly due to a DJ, in each case subject to clauses 19.4 and 22.

PART F · RISK, LIABILITY AND INDEMNITY

34. Availability and disclaimer of warranties

- 34.1 The Platform is provided **on an "as is" and "as available" basis**.
- 34.2 To the fullest extent permitted by Applicable Law, SpinWish excludes every condition, warranty, representation and term implied by statute, common law or otherwise, and in particular gives no warranty that: the Platform will be available, uninterrupted, timely or free from error; a defect will

be corrected; the Platform or its servers are free from harmful code; the catalogue is complete or its metadata accurate; any Session, DJ or Venue will be available; any Request will be played; or the Platform is fit for any purpose a User has in mind.

- 34.3 SpinWish may modify, suspend, withdraw or discontinue any feature of the Platform, temporarily or permanently, with or without notice, and is not liable for doing so. Maintenance may be carried out at any time.
- 34.4 A feature identified as trial, preview or beta is provided without warranty of any kind and may be withdrawn or changed at any time.
- 34.5 Nothing in this clause affects a right of a Consumer which cannot be excluded under the Consumer Protection Act, 2012.

35. Matters for which SpinWish is not responsible

35.1 To the fullest extent permitted by Applicable Law, **SpinWish is not liable to any User, and no claim lies against SpinWish, in respect of any of the following:**

- (a) a DJ's decision to accept, reject, defer, reorder or disregard a Request, and the consequences of that decision;
- (b) what music is played or not played, in what order, at what volume or for how long, and the quality, competence, punctuality, conduct or professionalism of any performance;
- (c) anything said, written, done or omitted by a DJ, a Listener, a Guest, a Venue, or the employees, contractors, security staff or invitees of any of them, whether on the Platform, at a Venue or elsewhere;
- (d) any event occurring at or in connection with a Venue, including death, personal injury, illness, hearing damage, photosensitive reaction, assault, harassment, discrimination, theft, loss of property, intoxication, ejection, refusal of admission, overcrowding, evacuation, or the acts of other persons present;
- (e) the cancellation, postponement, curtailment, relocation or non-occurrence of any Session or event;
- (f) the accuracy, completeness or availability of catalogue metadata, artwork or any information obtained from a third-party provider;
- (g) the acts, omissions, decisions, charges, outages, delays, errors, insolvency or security failures of a Mobile Money Service, bank, payment provider, mobile network operator, internet service provider, cloud host, application store, operating system vendor, push notification provider or any other third party;
- (h) funds debited by a Mobile Money Service which are not received by SpinWish, as provided in clause 13.2;
- (i) loss, damage or unauthorised transaction arising from a User's own device, handset, subscriber identity module, credentials, personal identification number, or from a User's act or omission;
- (j) any agreement, arrangement, dispute or non-payment as between a DJ and a Venue, or between any Users;
- (k) any tax consequence of any amount received or paid;
- (l) any infringement of copyright, related rights or any other right of a third party arising from the performance of a work, as provided in clause 27; and
- (m) any act done, or any omission, in compliance with Applicable Law, a court order, a regulatory direction or the requirement of a payment provider.

35.2 This clause is subject only to clause 38.1.

36. Assumption of risk and release between Users

- 36.1 Every interaction with another User, whether on the Platform, at a Venue or elsewhere, is undertaken **at the User's own risk**. SpinWish does not screen, vet, interview, background check or verify any User, DJ or Venue, and does not represent that it does.
- 36.2 A person attending a live entertainment event **voluntarily assumes the risks inherent in it**, including exposure to high sound pressure levels and the risk of hearing damage, exposure to strobe, laser and other lighting effects, crowd density and movement, the presence of alcohol and of persons under its influence, uneven or crowded floors, and the conduct of other persons present. Each User accepts those risks and takes responsibility for the User's own precautions.
- 36.3 **Release.** To the fullest extent permitted by Applicable Law, each User **releases and discharges SpinWish, its directors, officers, employees, contractors and agents from every claim, demand, action, loss, damage and expense of every kind arising out of or connected with a dispute between that User and any other User**, and waives the benefit of any provision which would otherwise limit that release to claims known at the date of release.
- 36.4 SpinWish may, but is never obliged to, intervene in, mediate, investigate or comment upon a dispute between Users. Where it does so, it acts gratuitously, assumes no duty of care, and incurs no liability by having done so.

37. Third-party services

- 37.1 The Platform depends on services supplied by third parties, including mobile money and payment rails, mobile networks, internet connectivity, cloud infrastructure, catalogue providers, mapping providers, email and messaging providers, and push notification services.
- 37.2 A User's use of a third-party service is governed by that party's own terms. SpinWish is not a party to them, does not control that party, and gives no warranty in respect of it.
- 37.3 SpinWish may add, change, suspend or remove an integration at any time, and is not liable for any consequence of doing so or of a third party ceasing to make its service available.

38. Limitation of liability

- 38.1 **What is never excluded.** Nothing in this Agreement excludes or limits the liability of SpinWish for: death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited. Every other provision of this Agreement is subject to this clause.
- 38.2 Subject to clause 38.1, SpinWish is **not liable, whether in contract, in tort (including negligence), for breach of statutory duty, in restitution or otherwise**, for any of the following, whether or not foreseeable and whether or not SpinWish was advised of the possibility of it: loss of profit; loss of revenue; loss of earnings, bookings or fees; loss of business, contract or opportunity; loss of anticipated saving; loss of goodwill or reputation; loss or corruption of data; wasted expenditure; or any indirect, consequential, special, exemplary or punitive loss of any kind.
- 38.3 **Financial cap.** Subject to clause 38.1, the total aggregate liability of SpinWish to a User in respect of all claims arising out of or in connection with this Agreement or the Platform is limited to **the greater of:**
- (a) Kenya Shillings five thousand (KES 5,000); and
 - (b) the aggregate Platform Commission actually retained by SpinWish in respect of that User's transactions during the three (3) months immediately preceding the first event giving rise to the claim.
- 38.4 The cap in clause 38.3 is a single aggregate cap. It applies to all claims by that User taken together, however many claims are made and however they are framed, and a series of connected events is treated as one event.

- 38.5 SpinWish is not liable for any amount which it did not receive, and in no circumstance is SpinWish liable for an amount exceeding the Gross Amount actually received by it in respect of the transaction complained of, save under clause 38.1.
- 38.6 Each User must take reasonable steps to mitigate any loss, and SpinWish is not liable for loss which reasonable mitigation would have avoided.
- 38.7 Each User acknowledges that this clause records an allocation of risk which reflects the fact that no charge is made to a Listener and that the Platform Commission is modest in relation to the risks otherwise assumed; that the allocation is reasonable in the circumstances; and that **the Platform would not be provided on any other terms.**
- 38.8 Nothing in this clause affects a right of a Consumer which cannot be excluded under the Consumer Protection Act, 2012.

39. Indemnity

- 39.1 Each User indemnifies SpinWish, its directors, officers, employees, contractors and agents, and keeps them indemnified, against every claim, demand, action, proceeding, liability, loss, damage, fine, penalty, award, settlement and cost (including legal costs on an advocate and client basis) arising out of or in connection with:
- (a) that User's breach of this Agreement or of Applicable Law;
 - (b) any content submitted by that User, including a Request Note;
 - (c) any infringement of the intellectual property or other right of a third party by that User, including the performance, reproduction or communication of any work;
 - (d) any tax, levy or contribution assessed by reason of that User's activity;
 - (e) anything occurring at premises operated or used by that User;
 - (f) a claim by another User, by a rights holder, by a collective management organisation, by a Venue or by a regulator arising from that User's acts or omissions; and
 - (g) any unauthorised, fraudulent or reversed transaction attributable to that User.
- 39.2 SpinWish may assume the conduct of the defence and settlement of any claim to which this indemnity relates. The indemnifying User must give all reasonable assistance, must not admit liability, and must not settle or compromise any such claim without our prior written consent.
- 39.3 This indemnity is a continuing obligation, is independent of the User's other obligations, and survives termination of this Agreement.

40. Force majeure

- 40.1 SpinWish is not in breach of this Agreement and is not liable for any failure or delay in performing it caused by an event beyond its reasonable control, including: act of God, flood, fire, earthquake or severe weather; epidemic or pandemic and any public health measure; war, terrorism, civil commotion, riot or protest; strike or industrial action; act of government, regulator, court or police; curfew or restriction of movement; failure or interruption of electricity supply, telecommunications, the internet, a mobile network or a mobile money service; failure of a data centre, cloud provider or other supplier; cyber attack, denial of service, ransomware or malicious code; and any change in Applicable Law.
- 40.2 Performance is suspended for the duration of the event, and either party may terminate this Agreement on notice if the event continues for more than sixty (60) days.

41. Time limit for claims

- 41.1 Except where a longer period is required by Applicable Law and cannot be shortened by agreement, **any claim against SpinWish arising out of or in connection with this Agreement or the Platform**

must be commenced within twelve (12) months of the date on which the claimant first became aware, or ought reasonably to have become aware, of the facts giving rise to it.

- 41.2 A claim not commenced within that period is permanently barred, and each User waives any right to bring it.

PART G · DATA, TERM AND GENERAL PROVISIONS

42. Data protection

- 42.1 SpinWish is the data controller in respect of personal data it processes about Users, and processes it in accordance with the Data Protection Act, 2019 and the Privacy Policy incorporated by clause 2.4.
- 42.2 Where a DJ or a Venue receives personal data through the Platform, that person is a data controller in its own right in respect of that data and clause 26.8 applies.
- 42.3 SpinWish does not sell personal data and does not disclose it for advertising.
- 42.4 A User may exercise the rights conferred by the Data Protection Act, 2019 as described in the Privacy Policy, and may complain to the Office of the Data Protection Commissioner without first complaining to SpinWish.
- 42.5 Records retained under clause 14.3 are retained notwithstanding a request for erasure, to the extent retention is required by Applicable Law.

43. Notices and communications

- 43.1 SpinWish may give notice to a User through the Platform, by in-app message, by push notification, by email to the address on the Account, or by short message to the MSISDN on the Account. A User consents to receiving communications in that manner, including communications required by law to be in writing.
- 43.2 A notice given through the Platform or by email is deemed received on the day it is sent; a notice sent by short message is deemed received on transmission. A User is responsible for maintaining accurate contact details and for reading communications sent to them.
- 43.3 A User must give notice to SpinWish at support@spinwish.tech, and a formal legal notice must additionally be delivered to the registered office of SpinWish.
- 43.4 A User may decline optional marketing communications without affecting communications concerning the Account, a transaction, a Settlement, security or this Agreement, which cannot be declined while the Account remains open.

44. Term, suspension and termination

- 44.1 This Agreement takes effect on acceptance and continues until terminated in accordance with it.
- 44.2 A User may terminate at any time by closing the Account through the Platform. Closure does not affect an accrued right or obligation of either party, and clauses 15, 19, 20, 21, 22 and 24 continue to apply to any amount outstanding.
- 44.3 SpinWish may suspend or terminate an Account, or this Agreement, immediately on notice where: the User is in material breach, or in breach and has not remedied it within seven (7) days of being asked to; SpinWish reasonably suspects fraud, financial crime or a risk to safety or to the Platform; Applicable Law, a regulator or a payment provider requires it; or the User has become bankrupt, insolvent or subject to a winding-up.
- 44.4 SpinWish may terminate this Agreement or discontinue the Platform for convenience on thirty (30) days' notice, in which case each Available Balance is made available for Payout and each amount owed back to a Listener is remitted, subject to clauses 19.4 and 22.

- 44.5 On termination: the User's right to use the Platform ends immediately; pending Requests are cancelled and the corresponding amounts are dealt with under clause 15; and each amount owed by the User to SpinWish becomes immediately payable.
- 44.6 The following survive termination: clauses 1, 4, 13.6, 14, 15.7 to 15.12, 17, 19.7, 21, 22, 23, 24, 27.5, 30.2, 31, 33.6, 35 to 41, 42, 45, 46 and 47, together with any other provision which by its nature is intended to survive.

45. Complaints and dispute resolution

- 45.1 A dispute must first be raised through the complaints procedure in Schedule 5. Neither party may commence any other process until that procedure is exhausted or thirty (30) days have passed since the complaint was first made, whichever is earlier.
- 45.2 If the dispute is not resolved, the parties shall attempt to settle it by mediation before a single mediator in Nairobi, appointed by agreement or, failing agreement within fourteen (14) days, by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch). Each party bears its own costs and the mediator's fees are shared equally.
- 45.3 **Arbitration (Users other than Consumers).** Where a dispute with a User who is not a Consumer is not settled by mediation within thirty (30) days, it shall be referred to and finally resolved by arbitration before a single arbitrator under the rules of the Nairobi Centre for International Arbitration. The seat shall be Nairobi, the language English, and the arbitration governed by the Arbitration Act, 1995. The award is final and binding, and judgement on it may be entered in any court of competent jurisdiction.
- 45.4 **Consumers.** Nothing in clause 45.3 requires a Consumer to submit a dispute to arbitration, prevents a Consumer from commencing proceedings in the courts of Kenya, or prevents a Consumer from complaining to a regulator. A Consumer and SpinWish may agree to arbitrate a particular dispute after it has arisen, and any such agreement is separate from this Agreement.
- 45.5 To the fullest extent permitted by Applicable Law, each dispute is resolved on an individual basis. **A User may not bring, join or participate in a class, collective, consolidated or representative proceeding against SpinWish,** and an arbitrator has no power to award relief on a class or representative basis. If this clause is held unenforceable in respect of a particular claim, that claim is severed and determined by the courts of Kenya, and the remainder of clause 45 continues to apply.
- 45.6 Nothing in this clause prevents either party from applying at any time for urgent injunctive or interim relief, or from bringing proceedings to recover a debt or to protect intellectual property.
- 45.7 The parties shall continue to perform their obligations during a dispute.

46. Governing law and jurisdiction

- 46.1 This Agreement and any dispute or claim arising out of or in connection with it, including a non-contractual dispute or claim, is governed by and construed in accordance with **the laws of the Republic of Kenya.**
- 46.2 Subject to clause 45, the courts of Kenya have exclusive jurisdiction to settle any such dispute or claim.
- 46.3 A User who accesses the Platform from outside Kenya does so on the User's own initiative and is responsible for compliance with local law. SpinWish makes no representation that the Platform is appropriate or available in any other jurisdiction.

47. General

- 47.1 **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes every prior agreement, representation, understanding and arrangement between them on its subject matter. Each User acknowledges that in entering into this Agreement it has not relied on any

statement, representation, assurance or warranty not set out in it, and has no remedy in respect of any such statement other than for fraud.

- 47.2 Severability.** If any provision is held invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable while preserving the parties' intention. If modification is not possible, the provision is severed and the remainder continues in full force.
- 47.3 Waiver.** No failure or delay in exercising a right operates as a waiver of it, and no single or partial exercise precludes any further exercise. A waiver is effective only if given in writing.
- 47.4 Assignment.** SpinWish may assign, transfer, charge, subcontract or novate any of its rights or obligations, including on a sale of its business or assets. A User may not do so without our prior written consent.
- 47.5 Third parties.** A person who is not a party to this Agreement has no right to enforce it, save that each person indemnified under clause 39 and each person released under clause 36.3 may enforce those clauses.
- 47.6 No partnership.** Nothing in this Agreement creates a partnership, joint venture, franchise or relationship of employer and employee between the parties, and clause 25 is unaffected.
- 47.7 Language.** This Agreement is made in English. Where a translation is provided for convenience, the English text prevails in the event of inconsistency.
- 47.8 Cumulative remedies.** The rights and remedies in this Agreement are cumulative and not exclusive of any right or remedy provided by law.
- 47.9 Further assurance.** Each party shall do all such acts and execute all such documents as may reasonably be required to give full effect to this Agreement.

Executed as an agreement. This Agreement is accepted electronically in the manner described in clause 2.2, and each acceptance is recorded under clause 2.5. Where a Venue or a corporate DJ requires a counterpart executed in manuscript, it may be signed below and takes effect on the same terms.

FOR AND ON BEHALF OF SPINWISH

FOR AND ON BEHALF OF THE USER

NAME AND CAPACITY

NAME AND CAPACITY · DATE

SCHEDULES

1. Fees and commission

This Schedule gives effect to clauses 11 and 18.

ITEM	AMOUNT	BASIS
Charge to a Listener or Guest	Nil	No service charge, booking fee or commission is added to the displayed price. The displayed price is the whole amount payable to SpinWish.
Platform Commission	30% of the Gross Amount	Retained out of each Request Payment and each Tip, deducted from the DJ's side and computed at the moment the payment is recorded.
DJ Net Amount	70% of the Gross Amount	Credited to the DJ's Earnings Ledger. Rounded to two decimal places, half upward; the DJ Net Amount and the Platform Commission always sum exactly to the Gross Amount.
Request price	Set by the DJ	Set on each Session, displayed before authorisation, and fixed against a Request at the moment it is submitted.
Tip amount	Chosen by the Listener	Voluntary. No amount is applied by default and declining has no consequence.
Mobile money transaction charge	Set by the operator	Levied by the Mobile Money Service on the Listener under its own tariff. Not received by SpinWish and not returnable by SpinWish.
Payout charge	Nil to the DJ	SpinWish makes no charge for a Payout. A charge levied by the receiving institution is borne by the DJ.
Variation of the commission rate	30 days' notice	Applies only to payments recorded after the variation takes effect. Never retrospective.

2. Payment outcome matrix

This Schedule gives effect to clause 15. Where this Schedule and clause 15 differ, clause 15 governs. **A confirmed payment is final.** The only rows below in which money moves back to a Listener are those in which SpinWish collected an amount it ought never to have collected, and clause 15.6 calls that a correction rather than a refund.

WHAT HAPPENED	OUTCOME	NOTES
The STK Prompt was not authorised, was cancelled, expired, or the operator declined it	Nothing charged	No payment was taken. There is nothing to return and nothing to be final about.
The DJ rejected the Request	Payment stands	What was paid for was the place in the Queue. Clause 8 confers no entitlement to have a song played.
The Session ended before the Request was played	Payment stands	Clause 15.2(b). The Listener is told the Session ended; no amount is returned.

WHAT HAPPENED	OUTCOME	NOTES
The Request was played	Payment stands	Whatever the Listener's view of how, when or for how long it was played.
A Tip was sent	Payment stands	A Tip buys nothing and is not conditional on any performance (clauses 9.5, 15.3).
The same Request was paid for twice	Duplicate corrected	Clause 15.6. Returned to the originating MSISDN.
A technical error of the Platform caused the charge	Corrected in full	Clause 15.6, on SpinWish being satisfied that the error occurred.
The payment was not authorised by the person entitled to authorise it	Investigated under clause 16	Notify within 30 days. Clause 16.4 sets out when nothing is returned.
Money left the Listener's handset but never reached SpinWish	Trace with the operator	SpinWish supplies the references it holds. The claim lies against the operator.
Change of mind, regret, intoxication, dissatisfaction, wrong selection	Payment stands	Clause 15.5 sets out the excluded grounds in full.

Destination and timing of a correction. An amount corrected under clause 15.6 is returned only to the MSISDN from which it came. It does not expire. No settlement date is promised for it and time is not of the essence (clause 15.7).

3. Settlement terms

This Schedule gives effect to clause 20. **A DJ never requests a Payout.** Settlement is automatic, and the forty-eight hour guarantee in clause 20.6 is a term of the Agreement rather than an estimate.

TERM	VALUE	NOTES
Guaranteed time to transmission	48 hours	From confirmation of the Listener's payment to transmission of the DJ Net Amount (clause 20.6). Suspended only in the circumstances in clause 20.6A.
Settlement cadence	Hourly	The sweep runs every hour, which is what makes the 48 hours a ceiling rather than a target.
Minimum a DJ must reach	None	There is no balance a DJ has to accumulate before being paid.
Cost floor on one transmission	KES 500	The cost of a single mobile-money send. A balance below it rolls to the next sweep only while every amount in it is inside its 48 hours , and is transmitted in full once any amount is not.

TERM	VALUE	NOTES
Maximum per transmission	KES 500,000	A larger Available Balance is transmitted in successive sends.
Permitted destinations	M-Pesa or bank	Registered and verified, and held in the DJ's own name. No third-party or cash payouts.
Availability	On Session close, and in any event within 48 hours	Clause 19.3 and clause 19.3A. There is no return period to wait for.
Standard hold	Up to 30 days	Only where clause 19.4 applies — an investigation, a regulatory requirement or an account review. A hold suspends the guarantee and the DJ is told.
Statement objection period	30 days	After which a statement is treated as accepted, save for manifest error or fraud.
Dormancy	24 months	Thereafter dealt with under the Unclaimed Financial Assets Act, 2011.
Interest on balances	None	No interest accrues on any amount held by SpinWish at any time.

4. Prohibited conduct

This Schedule gives effect to clause 29. A User must not:

- (a) supply false, stolen or another person's payment credentials, or pay from an MSISDN the User is not authorised to use;
- (b) impersonate any person, misstate an affiliation, or create an Account in another person's name;
- (c) use a bot, script, emulator or automated means to submit Requests, send Tips, inflate a queue, a rating, a follower count or an earnings figure, or otherwise manipulate the Platform;
- (d) harass, threaten, stalk, defame, demean or discriminate against any person, whether by Request Note, message, profile or otherwise;
- (e) submit, request or transmit material which is unlawful, obscene, hateful, incites violence, sexualises a child, or infringes any right of any person;
- (f) use the Platform to advertise, solicit, recruit or promote a competing or unrelated service without our written consent;
- (g) initiate a reversal dishonestly, claim a payment was unauthorised knowing it was authorised, or otherwise seek to reverse a valid charge;
- (h) take payment outside the Platform for a request originating on it, or direct any person to do so;

- (i) probe, scan, penetrate, overload or interfere with the Platform or its infrastructure, or attempt to access an account, record or system without authorisation;
- (j) collect, scrape, harvest, store or disclose the personal data of any other User except as clause 26.8 permits;
- (k) use the Platform for money laundering, terrorism financing, sanctions evasion, gambling or any other unlawful purpose; or
- (l) encourage, assist or procure any other person to do any of the above.

5. Complaints procedure

This Schedule gives effect to clauses 17.1, 33.4 and 45.1.

STAGE	WHAT HAPPENS	TIME	HOW TO START IT
1	Complaint received, acknowledged and given a reference. A first substantive response is given.	Acknowledged in 24 hours; answered within 14 days	From the transaction itself in the Platform, or at support@spinwish.tech
2	Escalation to senior review, with a written outcome and reasons.	Within 30 days of the complaint	Reply to the reference issued at stage 1 asking for escalation
3	Mediation before a single mediator in Nairobi under clause 45.2.	Mediator appointed within 14 days	Written notice to the registered office of SpinWish
4	Arbitration under clause 45.3, or, for a Consumer, proceedings in the courts of Kenya under clause 45.4.	Subject to clause 41	Written notice of referral to the other party

A Consumer may at any time complain to a competent regulator, and a data protection complaint may be made to the Office of the Data Protection Commissioner, without first using this procedure.

End of document. SpinWish Terms and Conditions, Version 3.0, effective 1 October 2026, superseding Version 2.0 of 1 September 2026. Enquiries and notices: support@spinwish.tech.