

# Terms And Conditions Agreement

Last Updated: 27th January 2022

## **PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.**

Your access and use of the Services constitutes your agreement to be bound by these Terms mentioned herein, which establish a contractual relationship between you and Ava. If you do not agree to these Terms, you may not access or use the Services.

These Terms expressly supersede prior agreements or arrangements with you and Ava. After providing a notice to the user, Ava can immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

### 1. THE SERVICES

1.1 The Services comprise a technology platform that enables users of Ava's mobile application to arrange and schedule a towing service for a vehicle with independent third party providers of such services under agreement with Ava (hereinafter "3rd Party Providers").

1.2 You hereby acknowledge that Ava does not provide towing services and that all such towing services are provided by independent 3rd Party Providers who are not employed by Ava.

### 2. USE OF THE AVA SERVICE

#### 2.1 USER ACCOUNT

2.1.1 In order to use most aspects of the Services, you must register for and maintain an active personal user account (the "Account") on the Ava Portal.

2.1.2 Account registration requires you to submit to Ava certain personal information, such as your name, email and mobile phone number.

2.1.3 You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access and use the Services.

## 2.2 USER CONDUCT

2.2.1 You may not authorize a third party to use your Account, and you may not allow persons under the age of 18 to receive towing services from 3rd Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the 3rd Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you fail to provide proof of identity.

## 2.3 USER PROVIDED CONTENT

2.3.1 Ava may, at its sole discretion, permit you from time to time submit, upload, publish or otherwise make available to Ava through the Service textual, audio, and/or visual content and information, including commentary and feedback related to the Services (“User Content”). Any User Content provided by you remains your property. You represent and warrant that: (i) you are the sole and exclusive owner of all User Content; and (ii) the User Content nor your submission, uploading, publishing or otherwise making available of such User Content will infringe, or violate a third party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

2.3.2 You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Ava in its sole discretion, whether or not such material is protected by law. Ava may, but shall not be obligated to, review, monitor, or remove User Content, at its sole discretion and at any time and for any reason, without notice to you.

## 3. PAYMENT

3.1 You understand that use of the Services may result in charges to you for the services or goods you receive from a 3rd Party Provider (“Charges”). After you have received services or goods obtained through your use of the Service, Ava will facilitate your payment of the applicable Charges on behalf of the 3rd Party Provider in its capacity as limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the 3rd Party Provider.

3.2 Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Ava.

3.3 All Charges are due immediately and payment will be facilitated by Ava using the preferred payment method designated in your Account, after which Ava will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Ava may, as the 3rd Party Provider’s limited payment collection agent, accept a request from

you for payment through cash. Any payment through cash must be agreed in advance with Ava and the 3rd Party Provider.

#### 4. CANCELLATION POLICY

4.1 Customers can cancel their requested services within 30 min of requesting any towing service. There shall be two types of cancellation of the requested services, i.e., (i) if the driver has not accepted the service, then the user can cancel the same via the Ava application; (ii) if the driver has accepted the service, then the requested services can be canceled only by contacting the call center and confirming their need to cancel.

#### 5. PRIVACY

5.1 Ava is committed to your privacy. This privacy notice explains our collection, use, disclosure, retention, and protection of your personal information.

5.2 Credit/debit card details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties;"

5.3 Ava will not pass any debit/credit card details to third parties;"

#### 6. RESTRICTIONS ON SERVICE

6.1 You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services; (iii) decompile, reverse engineer or disassemble the Services; (iv) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services.

#### 7. OWNERSHIP

7.1 The Services and all rights therein are and shall remain the property of Ava. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Ava's company name, logos, product and service names, trademarks or services marks.

## 8. DISCLAIMER

8.1 The Services Are Provided “As Is” and “As Available”. Ava disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-Infringement. In addition, Ava makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the services or any Services, or that the services will be uninterrupted or error-free. Ava does not guarantee the quality, suitability, safety or ability of 3rd party providers. You agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

## 9. LIMITATION ON LIABILITY"

9.1 Ava shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services. Ava shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the services or your inability to access or use the services; or (ii) any transaction or relationship between you and any 3rd party provider. Ava shall not be liable for delay or failure in performance resulting from causes beyond its reasonable control. In no event shall Ava’s total liability to you in connection with the services for all damages, losses and causes of action exceed the amount payable by you for the using that Ava service. Ava’s services may be used by you to request and schedule towing services with 3rd party providers, but you agree that Ava has no responsibility or liability to you related to any towing services provided to you by 3rd party providers other than as expressly set forth in these terms. It is further clarified that Ava shall only be performing its nominal role of an aggregator of the towing services providers for the users. The limitations and disclaimer in this agreement do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

## 10. INDEMNITY

10.1 You agree to indemnify and hold Ava and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Ava’s use of your User Content; or (iv) your violation of the rights of any third party, including 3rd Party Providers.

## 11. TERM AND TERMINATION

11.1 This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.

11.2 Either Party may terminate this Agreement: (a) immediately, without notice, for the other Party's material breach of this Agreement; or (b) in your case by terminating your account or uninstalling the Mobile App.

11.3 Notwithstanding anything contained herein Ava can immediately terminate these Terms or any Services with respect to the User, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason

## **AVA Air Ambulance Cover Terms And Conditions Agreement**

AVA will make every effort and use its best endeavors to accommodate the member's requirements for patient evacuation. However, AVA retains the right to use its judgment in all cases particularly in circumstances involving the safety of people and aircraft. As such the final decision to evacuate rests with AVA. Any reasons for rejection of a request for evacuations will be given within a reasonable time.

Aero medical evacuations shall be subject to clearances from the relevant civil aviation authorities as well as operational considerations at the time of request and/ or confirmation of flight.

AVA reserve the right to direct the member for consultation with a doctor or relevant medical personnel to assess the members' medical needs before an evacuation is activated.

AVA Emergency rescue subscription allows for unlimited air evacuations to Nairobi, Kenya in case of a medical emergency during the period of the cover.

Only registered clients are covered by this scheme. Subscription is not transferrable between persons. Identification (passport or similar) will be required to confirm subscription status before the evacuation takes place.

AVA will not pay for expenses arising from or authorize a free evacuation when requested in relation to any of the following:

- Out of hospital treatment - any out of hospital treatment or an evacuation that is requested for mild lesions, simple injuries like sprains or simple fractures and mild illnesses, which are able to be treated locally.
- Acute illness or injury at the time of enrolment - any evacuation for an acute illness or injury that a subscriber was being treated for at the time of or immediately prior to enrolment.
- Inpatient medical cost - any inpatient medical costs.
- War, political violence, civil unrest - An evacuation for injury sustained as a result of willfully taking part in war, political violence or civil unrest.
- Search & Rescue - search/rescue operations if a subscriber is lost in a remote area.
- Criminal activity - any evacuation arising from or related to injuries sustained whilst engaging in a criminal or unlawful act.

- Contamination - the evacuation for any conditions arising directly or indirectly from chemical or biological contamination, however caused or from contamination caused from nuclear fission, ionizing radiation or by radioactivity from nuclear fuel or waste.

NB: Fraud, whether attempted or actual, will be treated very seriously. Any detected fraud will render the subscriber liable to pay in full any costs incurred by AVA, who reserve the right to take legal action if necessary. Outside of this scheme it may be possible to offer evacuations on a fee for service basis to the member