**CLIMB UP LIMITED**

# TERMS AND CONDITIONS

Effective Date: 6 October 2026
Last Updated: 6 October 2026

55 Ally Sykes Road, Kawe Beach, Kinondoni, Dar es Salaam, Tanzania
info@climbup.co.tz | +255 652 433 633 / +255 739 633 433
https://www.climbup.co.tz

## 1. Introduction

These Terms and Conditions ("Terms") govern access to and use of websites, applications, digital platforms, software products, technology services and related services provided by Climb Up Limited ("Climb Up", "we", "us", or "our").

By accessing or using a Climb Up service, creating an account, purchasing a service, submitting an order, or making a payment through our platforms, you acknowledge that you have read, understood and agreed to these Terms. If you do not agree with these Terms, you should not use the relevant service.

## 2. About Climb Up

Climb Up Limited is an ICT and digital solutions company providing technology platforms and services across agriculture, livestock, agribusiness, utilities, NGOs, government programmes, financial and insurance institutions and other sectors.

Our services may include agricultural digital platforms; agribusiness ERP systems; farmer and cooperative management systems; RFID and traceability solutions; biometric identification solutions; prepaid water metering systems; mobile and web applications; data management and analytics platforms; software development; system integration; technology consulting; training and implementation services; and other customised ICT solutions.

## 3. Eligibility and Authorised Use

Users must provide accurate information when registering for or using a Climb Up service.

Users are responsible for maintaining the confidentiality of login credentials, ensuring accounts are used only by authorised persons, providing accurate information, using the service lawfully, protecting devices used to access the service, and not sharing confidential credentials with unauthorised persons.

Climb Up may suspend or restrict an account where there is reasonable evidence of unauthorised access, fraud, abuse, security risk or violation of these Terms.

## 4. Acceptable Use

Users must not:

1. Use our services for unlawful purposes;

2. Attempt to gain unauthorised access to systems or accounts;

3. Circumvent security controls;

4. Introduce malicious software or code;

5. Interfere with the operation of our systems;

6. Attempt to access information belonging to another user without authorisation;

7. Use our services to conduct fraudulent activities;

8. Provide false or misleading information;

9. Reverse engineer or unlawfully copy our software; or

1. Use our platforms in a manner that violates applicable law or third-party rights.

## 5. Software and Intellectual Property

Unless otherwise agreed in writing, all software, applications, interfaces, designs, documentation, trademarks, logos, source code, databases, system architecture and other intellectual property developed or owned by Climb Up remain the property of Climb Up Limited or the relevant rights holder.

Nothing in these Terms grants a user ownership of Climb Up's intellectual property. Customers may receive a limited right to use a service according to the applicable subscription, licence, contract or service agreement.

## 6. Payments

Where Climb Up charges for a product or service, the applicable price, subscription, invoice, quotation or commercial agreement will determine the amount payable.

Payments may be made through payment methods made available by Climb Up, including authorised third-party payment service providers.

The customer is responsible for providing accurate payment information and ensuring that sufficient funds are available for a transaction.

## 7. Third-Party Payment Providers

Climb Up may use authorised third-party payment service providers, including AzamPay, to facilitate electronic payments.

When making a payment through a third-party payment provider, the transaction may be processed through the provider's payment infrastructure; the provider may process information necessary to complete and verify the transaction; transaction references may be returned to Climb Up for reconciliation and service fulfilment; the payment provider's applicable terms and policies may also apply; and Climb Up is not responsible for failures caused solely by the payment provider's systems, network, telecommunications infrastructure or other circumstances outside Climb Up's reasonable control.

Climb Up will not request customers to disclose confidential payment credentials such as mobile-money PINs or card PINs through customer support channels.

## 8. Payment Confirmation

A payment will be considered successfully received by Climb Up when the applicable payment provider confirms the transaction and the transaction has been successfully reconciled with the relevant customer account, invoice, order or service.

A payment showing as pending, failed, cancelled, reversed or unsuccessful may not be treated as a completed payment.

Customers should retain transaction references and receipts for their records.

## 9. Refunds and Reversals

Where a customer is entitled to a refund, Climb Up will process the refund in accordance with the applicable service agreement, quotation, invoice, subscription terms or refund policy.

Refunds may be considered for duplicate payments, payments made in error, failed transactions where funds were debited but the service was not successfully received, approved cancellations, or other circumstances determined by Climb Up or required by applicable law.

Where a refund relates to a transaction processed through a third-party payment provider, the refund may be processed through the same payment channel where technically and operationally possible.

Refund processing times may depend on the relevant payment provider, bank, mobile network or other financial institution.

Climb Up reserves the right to investigate transactions before approving refunds in order to prevent fraud, duplicate claims or unauthorised refund requests.

## 10. Service Availability

We make reasonable efforts to keep our services available and reliable. However, services may occasionally become unavailable due to scheduled maintenance, system upgrades, internet or telecommunications failures, power interruptions, third-party service outages, cybersecurity incidents, infrastructure failures, government or regulatory requirements, or other circumstances beyond our reasonable control.

Climb Up does not guarantee uninterrupted availability of every service at all times.

## 11. Customer Responsibilities

Customers are responsible for providing accurate information; using services according to their intended purpose; maintaining secure access credentials; ensuring authorised use of their accounts; maintaining appropriate devices and internet connectivity where required; reviewing transaction information before confirming payments; and promptly notifying Climb Up of suspected unauthorised access or suspicious transactions.

## 12. Data Protection and Privacy

Climb Up processes personal information in accordance with its Privacy Policy and applicable data protection laws.

Users acknowledge that certain information may be required to provide services, maintain accounts, process transactions, provide support, prevent fraud, maintain records and comply with legal obligations.

Our Privacy Policy explains how personal information is collected, used, stored and protected.

## 13. Third-Party Services

Certain Climb Up services may depend on third-party platforms, networks, payment providers, telecommunications operators, cloud providers, mapping services, SMS providers or other external services.

Where a service depends on a third party, availability may be affected by the third party's systems and policies.

Climb Up will make reasonable efforts to manage such integrations but cannot guarantee the continuous availability or performance of third-party services.

## 14. Complaints and Customer Support

Customers may submit complaints, payment disputes, service concerns or other enquiries to info@climbup.co.tz or +255 652 433 633 / +255 739 633 433.

Climb Up will investigate complaints and provide an appropriate response within a reasonable period.

Customers should provide relevant information such as their name, account/reference number, transaction reference, date, amount and description of the issue where applicable.

## 15. Limitation of Liability

To the extent permitted by applicable law, Climb Up will not be responsible for losses arising solely from circumstances outside its reasonable control, including failures of telecommunications networks, payment providers, banking systems, internet infrastructure, power systems, third-party services or other external infrastructure.

Nothing in these Terms excludes or limits any liability that cannot lawfully be excluded or limited under applicable law.

## 16. Suspension and Termination

Climb Up may suspend, restrict or terminate access to a service where the user violates these Terms; there is suspected fraud or unlawful activity; the account presents a security risk; required payments remain outstanding; the service is discontinued; or suspension is required by law or a competent authority.

Where reasonably practicable, Climb Up will provide notice before suspension or termination unless immediate action is necessary for security, legal or fraud-prevention reasons.

## 17. Changes to Services

Climb Up may modify, improve, update or discontinue features of its services from time to time.

Where a significant change materially affects a customer's contractual rights or obligations, Climb Up will provide notice where reasonably required.

## 18. Changes to These Terms

Climb Up may update these Terms from time to time. The updated version will be made available through the Climb Up website or relevant platform.

Continued use of the relevant service after an update may constitute acceptance of the revised Terms where permitted by applicable law.

## 19. Governing Law

These Terms shall be governed by and interpreted in accordance with the applicable laws of the United Republic of Tanzania.

Any dispute arising from the use of a Climb Up service should first be addressed through good-faith discussions and the applicable customer complaints process.

Where a dispute cannot be resolved amicably, it may be referred to the appropriate competent authority or court in accordance with applicable law.

## 20. Contact Information

Climb Up Limited

55 Ally Sykes Road, Kawe Beach, Kinondoni, Dar es Salaam, Tanzania

Email: info@climbup.co.tz

Telephone: +255 652 433 633 / +255 739 633 433

Website: https://www.climbup.co.tz

## Document Approval

This document is approved for publication and use by Climb Up Limited.

| | |
|---|---|
| **Authorised Representative** | |
| **Signature** | |
| **Date** | |