

Summary

KOKO Networks Limited (collectively, “KOKO”) recognizes the importance of protecting the privacy of information provided by users of its services. KOKO does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.

This privacy policy explains what personal information KOKO collects, with whom KOKO shares it with and for what purpose.

This privacy policy forms part of the Terms & Conditions and can be accessed on the www.smartcook.co.ke website.

You should read this privacy policy in its entirety and carefully.

By downloading any KOKO applications, you consent to the following:-

1. By downloading any KOKO applications or using any KOKO applications you hereby give consent to the collection and processing of your personal information for legitimate business purposes.
2. You hereby certify that all the information provided by you is true and correct to the best of your knowledge, and that any willful misrepresentations or false information therein will be considered as an act to defraud KOKO, its partners and the law.
3. You authorize KOKO to verify and investigate the above information as may be required, from the references provided and other reasonable sources.
4. You further agree that any KOKO applications and any other information obtained relative to KOKO’s applications shall be used by and communicated to KOKO, and shall remain KOKO’s property even when you delete the applications from your electronic device or cease to be a customer of KOKO.
5. You accept that KOKO shall have the right to monitor your account usage and activities and may disclose personal information to any bank or affiliate, government institution, their respective stakeholders and partners or as may be required by law.
6. KOKO employees who handle personal information are under obligation to treat it confidentially and will not disclose it to unauthorized third parties. KOKO employees are also responsible for the internal security of the information. Employees who violate KOKO’s privacy policies are subject to a range of disciplinary actions and legal sanctions.

Section 1. Scope of Policy and Terms

This policy applies to your use of:

- I. KOKO's mobile applications hosted on the Google Play Store that you have downloaded onto your mobile telephone or handheld device ("Device") and KOKO's applications on any KOKO hardware (collectively "Applications");
- II. Any of the services accessible through the Applications;
- III. Any information or services acquired through any of KOKO's websites or any other modes of communication to customers or users and or from KOKO.

Headings in this privacy policy are for convenience purposes only and they do not affect the interpretation of this policy.

Defined terms are capitalized and the terms used in this policy shall have the following meanings:

"Applications" or "Apps" means digital internet applications providing KOKO products and services and running on a consumer's device or a KOKO enterprise device.

"Application site" means an internet application website providing KOKO products and services and which can be accessed from a desktop or mobile device.

"Authorities" means any judicial, administrative, public or regulatory body, Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over KOKO.

"Compliance Obligations or Legal Obligations" means obligations for KOKO to comply with:

- (a) Laws and internal policies or procedures;
- (b) Any demand from Authorities or reporting, disclosure or other obligations under Laws.
- (c) Laws requiring us to verify the identity or any other information of our customers.

"Customer care center" means the system that gives customers operational support.

"Customer's or User's account" means an account maintained with KOKO by a customer or user which stores e-currency and which has been activated for purposes of undertaking transactions.

"Customer Information or User Information" means your Personal Data, confidential information including relevant information about you, your transactions, your use of our products and services, and your relationship with KOKO.

"Device" means all electronic devices running KOKO services. This includes but not limited to myKOKO, KOKO point.

“E-currency” means the electronic value issued by KOKO, representing an entitlement to an equivalent amount of the cash held by KOKO on behalf of the customer, to purchase KOKO products.

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

“Google Play Store” means a digital distribution service operated and developed by Google that allows users to browse and download applications developed with the android software and published through Google.

“GPS” means Global Positioning System.

“Hardware” means the KOKOpoint and any other machinery that might be released, manufactured or produced by KOKO over time.

“KOKOpoint” means KOKO's automated technology device that has various functions including but not limited to dispensing of KOKO fuel, provision of media services and signing up of potential KOKO customers.

“Laws” means any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, an agreement between any member of KOKO and an Authority, or agreement or treaty between Authorities and applicable to KOKO.

“Mafuta Smart” means denatured ethanol based household cooking fuel to be acquired from the KOKOpoint and used in the SmartCook stove or any other machinery produced by KOKO over time.

“myKOKO app” means a mobile application enabling a consumer to buy KOKO products and services.

“Personal Data” or “Personal Information” means any information whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual.

“PIN” means your personal identification number, being the password you choose to access and operate your account and includes the one-time 4-digit PIN sent to you on registration for the purpose of activating your Account.

“Price” means the price of KOKO's products inclusive of tax and delivery costs.

“Products” means SmartCook stove & SMART canister and any other that might be released, manufactured or produced by KOKO over time.

“Referral” or “Referral process” means an activity wherein an existing KOKO customer promotes KOKO products and services to unregistered, potential customers. On successful registration of a new customer, the existing KOKO customer is offered compensation for his/her efforts.

“Services” means maintaining the applications made available or hosted on the Google play store once you have downloaded them onto your Device and any other services acquired while using KOKO’s application.

“Sign Up” means the process of registering a new customer to KOKO services.

“SmartCook stove” means a one-burner or two-burner stove used for cooking with mafuta smart.

“KOKONet system” means the system operated by KOKO providing the KOKO services.

“Tax Authorities” means Kenyan or foreign tax, revenue or monetary authorities that are applicable to KOKO.

“Toll free” means a telephone number where the customers can request for support to KOKO products and services. Calls to this number are free of charge.

“We”, “Our” and “Us” means KOKO and includes the successors, affiliates and assignees of KOKO.

Reference to the singular includes the plural (and vice versa).

“Websites” means www.kokonetworks.com and smartcookenergy.com and any other that may be created by Us.

"You" or "your" means the Customer or user and includes the authorised representatives of the customer or user.

Section 2. Information We Collect

We may collect, use and share Customer or User Information in accordance with the terms in this Policy.

Customer or User Information may be collected from you directly, from a person acting on our behalf or from other sources including any KOKO Applications, websites and from publicly available information. This information may be generated or combined with other information available to us or any member of KOKO.

We may collect the following information about you, which may include non-public personal Information:

1. Information you submit to us:

- Provided by completing the Sign Up process using the myKOKO app downloaded from the Google play store or the KOKO app at any KOKOpoint or any other products or services invented by KOKO over time.
- Provided by corresponding with us for example, by e-mail, recorded messages through the customer care services or by calling us using the toll free number, SMS number, Twitter, Facebook or chat with Customer Care;
- Provided by downloading, using and subscribing to any of our services, entering a competition, promotion or survey, reporting a problem using the App, our Services, or any of Our Sites and or Websites; and
- Including your name, phone number, location.

2. Information we collect about you and your device:

Each time you visit one of our websites or use one of our Apps the information we may collect includes but is not limited to the following:

- Technical information, including the type of mobile device you use, unique device identifiers (for example, your Device's IMEI or serial number), information about the SIM card used by the Device, mobile network information, your device operating system, the type of browser you use, your device's location and time zone setting (Device Information);
- Details of your use of any of our Apps or your visits to any of our websites including, but not limited to traffic data, location data, weblogs and other communication data.

3. Location information.

We may also use GPS technology or other location services to determine your current location.

4. Information we receive from other sources.

We reserve the right to work with a limited number of third parties (including credit reference agencies, mobile network providers and customer care service providers and may receive information about you from them.

5. Unique application numbers.

When you install or uninstall a service containing a unique application number or when such a service searches for automatic updates, that number and information about your installation, for example, the type of operating system, may be sent to us.

We may occasionally send you push notifications through our mobile applications to provide you marketing messages and other service or transaction-related notifications that we feel maybe of importance to you. You may at any time opt-out from receiving these types of communications by turning them off at the device level through your settings or through the mobile application settings.

We and our third-party service providers, including our marketing partners and analytics providers may use mobile tracking technologies and/or website cookies to distinguish you from other users of the App, App site or service site. This helps us to provide you with a good experience when you use the App or browse any of the websites and also allows us to improve the App and our websites.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include your internet protocol (IP) address, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and/or clickstream data. From time to time, we may combine this automatically collected data to other information we collect about you for reasons such as analysis, security, content generation or marketing.

We may use the analytics tools and software in order to develop and analyse use of the services. Analytics companies may access anonymous individual data to help us understand how the services are used. We may link the information we store within the analytics software to any personal information you submit within the mobile applications.

By uninstalling the app from your device, you can withdraw your consent from accessing your customer information in the future. We may keep and share stored customer or user information after the point of uninstall for as long as necessary for the fulfilment of the purposes for which Customer or User Information was obtained or for the establishment, exercise or defence of legal claims, or for legitimate business purposes, or as permitted by law.

Section 3. Why We Collect the above Information

We collect information for the following purposes, including but not limited to:

- To create customer or user accounts;
- To process your transactions;
- To verify your identity;
- To analyse customer behaviour;
- To allow our partners to fulfil their obligations to you;
- To allow us to fulfil our obligations to our partners;
- To troubleshoot problems with the services through the myKOKO app, KOKO app, websites or any other products that KOKO manufacture or produce;
- To comply with applicable laws, regulations, and rules, such as those relating to "know-your-customer" and anti-money laundering requirements;
- To detect and prevent fraud and other illegal uses of the services;
- To send you marketing notices, service updates and promotional offers;
- To contact you by telephone using auto-dialed or pre-recorded message calls or text (SMS) messages (if applicable) as authorized for the purposes described in this privacy policy;
- To improve customer or user experience.

Section 4. How We Use and Share Information

These clauses explain how we will use and share your information.

4.1 By using our services, you agree that we and members of KOKO shall use customer or user Information in accordance with such clauses.

- We may associate any category of information with any other category of information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.
- Information collected by us shall only be used for the purposes defined in this policy.
- We do not disclose information about identifiable individuals to other parties, unless it is necessary for providing our services.
- We may share limited personal information with select partners for research and development.
- We may provide other parties with anonymous individual information about our customers or users for the purposes of compiling statistics relating to our user base or customer experience and may disclose such information to any third party for such purposes, provided that such information will always be anonymous and in accordance to this policy.

4.2 Sharing:

By using our services, you agree that we may, as necessary and appropriate for the above purposes, transfer and disclose any customer or user information to the following recipients globally who may also process, transfer and disclose such customer or user Information for the above purposes:-

- Including but not limited to any member of KOKO and any sub-contractors, agents, service providers, or associates of KOKO (including but not limited to their employees, directors and officers);
- Any party in connection with any KOKO business transfer, disposal, merger or acquisition, wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the services are supplied;
- Third-party service providers under contract with KOKO that help us with our business operations, such as transaction processing, fraud prevention, and marketing. We share your personal information with these companies only as necessary to provide you with our services; and
- Law enforcement, government officials or other third parties, but only
 - In connection with a formal request, subpoena, court order, or similar legal procedure; or
 - When we believe in good faith that disclosure is necessary to comply with the law, prevent physical harm or financial loss, report suspected illegal activity, or to investigate violations of our User Agreements; or
- Or any other legally permissible purpose.

Section 5. Where We Store Information

1. The data that we collect from you may be transferred to and stored at a destination outside Kenya. It may also be processed by KOKO staff operating outside Kenya who work for us. These staff members may be engaged in the fulfillment of your requests.
2. By submitting your personal information, you agree to this transfer, storing or processing of data. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy. We may also disclose your data to anyone we consider necessary in order to provide you with services in connection with creating an account.
3. Where we have given you (or where you have chosen) a password or PIN that enables you to access certain parts of our applications, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
4. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our websites or servers.
5. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

Section 6. Customer Obligations and Rights

You agree to inform us promptly, and in any event, within 30 days through our customer care platforms if there are any changes to customer or user information and to respond promptly to any request from us.

Where:

- You fail to provide promptly customer information that we reasonably request for, or
- You withhold or withdraw any consents that we may need to process, transfer or disclose customer information for the above purposes (except for purposes connected with marketing or promoting products and services to you), or
- We have, or a member of KOKO has, suspicions regarding Financial Crime or an associated risk.

We may:

- Be unable to provide new, or continue to provide all or part of our services to you and reserve the right to terminate our relationship with you;
- Take actions necessary for us or a member of KOKO to meet the compliance or legal Obligations; and/or
- Block, transfer or close your account(s) where permitted under Laws.

You agree that we, KOKO shall not be liable for any loss or damage arising from or incidental to our use, collection, processing and sharing of customer information, and any action we have taken in relation to this section.

Should we wish to use your information for marketing purposes, we will inform you prior to such use. You shall be entitled to prevent such usage by informing us, within 10 days of being informed of the proposed use, that you do not wish to disclose such information. You can also exercise the right at any time by contacting us at our Customer care numbers detailed at the end of this policy.

Section 7. When this privacy policy applies

1. Our privacy policy applies to all of the services offered by KOKO and its affiliates including services KOKO provides on its websites, but excludes services by KOKO that have separate privacy policies that do not incorporate this Privacy Policy.
2. Our privacy policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may advertise KOKO's services or other sites linked from our services.
3. Our privacy policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies and other technologies to serve and offer relevant ads.

Section 8. Questions and Changes

Any changes we may make to our privacy policy will be sent to you or posted on the website at www.smartcook.co.ke and where appropriate, notified to you when you next start the App for acknowledgement.

The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App or the services. Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to the following:-



SMS Shortcode(KE): 20531



support@kokonetworks.com



SmartCook Support



@smartcookke