

# VERO360 LIMITED

## Platform User Agreement & Terms of Service

|                   |                                                    |
|-------------------|----------------------------------------------------|
| Document Version  | 2.0 — Full Regulatory Edition                      |
| Effective Date    | 01 April 2026                                      |
| Company           | Vero360 Limited                                    |
| Trading As        | Vero Technologies Malawi                           |
| MBRS Registration | Registered — Malawi Business Registry Services     |
| Registered Office | Accurate House, Shop 6, First Floor, Zomba, Malawi |
| Headquarters      | Lilongwe, Malawi                                   |
| Contact           | info@vero360.mw                                    |
| Platform          | Vero360 Super App (Android & iOS — Flutter)        |
| Document Status   | OFFICIAL LEGALLY BINDING DOCUMENT                  |

**Binding Agreement:** By downloading, registering, or using the Vero360 Super App, you enter into a legally binding agreement with Vero360 Limited governed by the laws of the Republic of Malawi, including the Malawi Constitution, Companies Act 2013, Consumer Protection Act 2003, Electronic Transactions & Cyber Security Act 2016, and all regulations issued by MACRA, RBM, MRA, and MBRS. If you do not agree, you must not use the platform.

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## PART A — GENERAL TERMS

### Section 1 — Introduction

This Platform User Agreement and Terms of Service ("**Agreement**") is a legally binding contract between **Vero360 Limited** ("**Vero360**", "**we**", "**us**", "**our**") and any individual or business ("**User**", "**you**", "**your**") who downloads, registers, accesses, or uses the Vero360 Super App platform ("**Platform**").

Vero360 Limited is a technology company incorporated under the **Companies Act 2013 of Malawi** and registered with the **Malawi Business Registry Services (MBRS)**. The company builds and operates a mobile super-application connecting customers with verified service providers, merchants, and courier partners across Malawi.

**Acceptance:** By registering an account on the Vero360 platform, you confirm that you have read, understood, and agree to be bound by this Agreement in its entirety, including all policies incorporated herein by reference. If you do not agree, you must not use the platform.

### Section 2 — Definitions

| Term                | Definition                                                                          |
|---------------------|-------------------------------------------------------------------------------------|
| Platform            | The Vero360 Super App, website, admin panel, APIs, and all related digital services |
| User / Customer     | Any person who downloads and uses the app to access services                        |
| Provider / Merchant | Any business or individual listing services or products on the platform             |
| Verified Provider   | A provider who has completed KYC verification and holds a Verified Badge            |
| Transaction         | Any booking, order, purchase, or service request made through the platform          |
| Escrow              | Funds held by Vero360 via Paychangu pending service delivery confirmation           |
| Commission          | Vero360's platform fee — capped at 5% — deducted automatically from transactions    |
| KYC                 | Know Your Customer — identity verification process using Malawi National ID         |
| NID                 | Malawi National Identity Document issued by the National Registration Bureau        |
| Dispute             | A formal complaint raised by a user regarding a transaction outcome                 |
| GPT-5 AI            | The OpenAI GPT-5 powered artificial intelligence assistant on the platform          |
| Paychangu           | The licensed payment gateway processing all digital transactions on Vero360         |
| Firebase            | Google Firebase infrastructure used for authentication, OTP, and notifications      |
| Escrow Release      | The automatic or manual transfer of held funds to provider after delivery           |
| SLA                 | Service Level Agreement — agreed performance standards between Vero360 and partners |

### Section 3 — Eligibility

To use the Vero360 platform you must:

- Be at least **18 years of age** or the legal age of majority in Malawi
- Hold a valid **Malawian phone number** capable of receiving SMS OTP via Firebase

- Provide **accurate and truthful** registration information at all times
- Not have been previously **suspended or permanently banned** from the platform
- Agree to this Agreement and all associated policies incorporated by reference
- Comply with all applicable **Malawian laws and regulations** in your use of the platform

Vero360 reserves the right to verify your identity at any time and to suspend accounts where eligibility requirements are not met, in accordance with **Section 6 of the Consumer Protection Act 2003** regarding fair dealing.

## Section 4 — Account Registration & Security

### 4.1 Creating an Account

- All users must register using a valid **Malawian phone number**
- Phone number is verified via **Firestore SMS OTP** at registration
- You are responsible for maintaining the **security of your account credentials**
- You must **not share your account** with any other person
- One person may hold only **one active account** unless written permission is granted

### 4.2 Account Information

- All information must be **accurate, current, and complete** at all times
- You must **update your information promptly** if anything changes
- Providing **false information** is grounds for immediate account termination

### 4.3 Account Security

- You are fully responsible for all **activity that occurs under your account**
- Notify Vero360 immediately at **info@vero360.mw** if you suspect unauthorised access
- Vero360 will **never ask for your password or OTP** via phone, WhatsApp, or email

## PART B — CUSTOMER AGREEMENT

### Section 5 — Customer Rights & Responsibilities

#### 5.1 Customer Rights

In accordance with the **Consumer Protection Act 2003** and the **Malawi Constitution Section 13(e)**, all customers on the Vero360 platform have the right to:

- Access all available services freely and without discrimination
- Receive services from **verified, rated, and identity-confirmed providers** only
- Have all digital payments **protected by escrow** until service is confirmed
- Raise a **formal dispute within 72 hours** of any transaction
- Receive a **full refund** where services are not delivered as agreed
- Access the **GPT-5 AI assistant** for service discovery and support
- Rate and review any provider after a completed transaction
- Request **complete transaction records** at any time
- Have personal data protected under **Section 21 of the Malawi Constitution**

#### 5.2 Customer Responsibilities

- Provide **accurate booking, delivery, and contact information**
- Make all payments only through the **official Vero360 Paychangu gateway**
- **Confirm receipt** of services or products honestly and promptly in the app
- Not abuse the **dispute resolution system** with false or malicious claims
- Treat all providers and Vero360 staff with **respect and dignity**
- Not attempt to contact providers outside the platform to **bypass commissions**

#### 5.3 Prohibited Customer Conduct

**Warning:** The following conduct is strictly prohibited and constitutes a violation of this Agreement and applicable Malawian law including the Electronic Transactions & Cyber Security Act 2016.

- Creating **fake accounts** or impersonating any other person or business
- Using the platform for **fraudulent, illegal, or criminal purposes**
- Attempting to **bypass escrow** by paying providers directly after platform booking
- Posting **false, defamatory, or malicious reviews** about providers
- Using the AI assistant to generate **harmful, illegal, or abusive content**
- Engaging in any conduct that **undermines platform trust or safety**

## PART C — PROVIDER & MERCHANT AGREEMENT

### Section 6 — Provider Onboarding & Verification

#### 6.1 Registration Requirements

- Submit a valid **Malawi National ID (NID)** for identity verification
- Verify phone number via **Firestore OTP** at registration
- Provide accurate **business name, service description, and contact information**
- Agree to Vero360's **commission structure** (maximum 5%) before listing
- Pay the **MWK 5,000 non-refundable Verified Seller Setup Fee**

#### 6.2 KYC Verification Process

KYC verification is conducted in compliance with **RBM Anti-Money Laundering (AML) guidelines** and **Financial Intelligence Unit (FIU) regulations** under the **Financial Crimes Act 2017**:

- KYC applications are reviewed within **24 hours** of submission
- A **Verified Badge** is awarded upon successful NID review and OTP confirmation
- The badge is displayed on **all listings and search results**
- Vero360 reserves the right to **revoke verification** if fraud is detected at any time
- The **MWK 5,000 setup fee** is non-refundable regardless of verification outcome

### Section 7 — Provider Rights & Responsibilities

#### 7.1 Provider Rights

- List unlimited services and products on the platform
- Receive payments via **Paychangu escrow** within 24 hours of confirmed delivery
- Access **analytics dashboard** (Provider Pro plan subscribers)
- Respond to and manage all orders, bookings, and customer communications
- Appeal any **account suspension** decision within 7 days
- Communicate with customers via **built-in platform chat only**

#### 7.2 Provider Responsibilities

- Deliver services **exactly as described** in published listings
- Respond to bookings within the **agreed SLA timeframe**
- Maintain a **minimum platform rating of 3.0 stars** to remain active
- Keep all **listing information accurate, current, and not misleading**
- Accept **Vero360's dispute resolution decisions** as final and binding
- Never solicit customers to **pay outside the platform** for platform-originated transactions
- Comply with all **Malawian laws, licences, and sector regulations** relevant to your service

#### 7.3 Prohibited Provider Conduct

- Creating **fake listings** or misrepresenting service quality or scope
- Using **fake reviews**, paid ratings, or any form of ratings manipulation
- Contacting customers **outside the platform** for platform-originated transactions
- Listing **illegal goods or services** under any Malawian law
- Submitting **fraudulent or forged KYC documents**

- Operating **multiple accounts** without written permission from Vero360

## Section 8 — Commission & Payment Terms

**Commission Cap — Regulatory Commitment:** In compliance with the Competition & Fair Trading Act (Cap. 48:07) and consumer protection principles, Vero360 commits that all transaction commissions shall NOT exceed 5% (five percent) of any completed transaction value across all service categories. This is a binding and enforceable commitment.

### 8.1 Commission Structure

| Service Type             | Maximum Commission | Deduction Method                          |
|--------------------------|--------------------|-------------------------------------------|
| Ride-Hailing (Vero Ride) | Up to 5%           | Auto-deducted from escrow via Paychangu   |
| Vero Courier & Delivery  | Up to 5%           | Deducted on confirmed delivery            |
| Vero Bike                | Up to 5%           | Deducted on confirmed trip completion     |
| Food Delivery            | Up to 5%           | Deducted on confirmed order receipt       |
| Airport Pickup           | Up to 5%           | Deducted on trip completion               |
| E-Commerce Marketplace   | Up to 5%           | Deducted on buyer delivery confirmation   |
| Accommodation Booking    | Up to 5%           | Deducted on guest check-in confirmation   |
| Service Bookings         | Up to 5%           | Deducted on customer service confirmation |

### 8.2 Escrow & Settlement Process

| Step | Action                                                        | Timeline      |
|------|---------------------------------------------------------------|---------------|
| 1    | Customer pays via Paychangu — funds held in escrow            | Immediate     |
| 2    | Provider receives Firebase push notification — confirms order | Within SLA    |
| 3    | Service delivered — customer confirms receipt in app          | On delivery   |
| 4    | Escrow releases to provider minus commission (max 5%)         | Within 24 hrs |
| 5    | Auto-release if customer does not confirm within 72 hours     | 72 hrs        |
| 6    | Dispute raised — funds frozen pending resolution              | Within 5 days |

## PART D — COURIER PARTNER AGREEMENT

### Section 9 — Courier Partner Terms

#### 9.1 Onboarding Requirements

- Valid **MBRS business registration certificate**
- Proof of **current operational insurance**
- Signed **Service Level Agreement (SLA)** with Vero360 defining fees, timelines, and liability
- Completed **API or webhook integration** with Vero360 backend for real-time tracking
- Acceptance of **Vero360's escrow model** and dispute mediation framework

#### 9.2 Service Level Standards

| Delivery Type     | Required Window   | Enforcement                          |
|-------------------|-------------------|--------------------------------------|
| Same-day delivery | Within 4 hours    | Enforced via in-app GPS tracking     |
| Next-day delivery | Within 24 hours   | FCM push notifications at each stage |
| Urgent dispatch   | Within 90 minutes | Real-time GPS shared in Vero360 app  |

#### 9.3 Courier Partner Obligations

- Accept **Vero360's escrow model** — customers never pay couriers directly
- Submit to **Vero360's dispute mediation** for all customer complaints
- Maintain **real-time GPS tracking updates** via Vero360 API integration
- Uphold **Vero360's service standards and brand values** with all customers
- Never contact customers **outside the Vero360 platform**
- Comply with all **Malawian transport and logistics regulations**

## PART E — AI ASSISTANT TERMS

### Section 10 — GPT-5 AI Assistant Terms

#### 10.1 AI Service Description

| AI Feature                   | How It Works                                           | User Benefit                           |
|------------------------------|--------------------------------------------------------|----------------------------------------|
| Smart Search                 | AI returns ranked, verified provider results instantly | Instant, accurate service discovery    |
| Price Estimator              | AI estimates fair market price ranges by location      | Builds trust, reduces fraud risk       |
| Fraud Alert Engine           | AI monitors transaction patterns in real time          | Automatic buyer protection             |
| Personalised Recommendations | AI learns preferences and suggests relevant services   | Higher repeat usage and retention      |
| 24/7 Availability            | Always-on assistant — no waiting for human support     | Faster resolution, lower support costs |

#### 10.2 AI Limitations & Disclaimer

- The AI assistant provides **guidance only** — it does not guarantee service outcomes

- AI price estimates are **indicative only** and may vary from actual provider pricing
- Vero360 is **not liable** for decisions made based solely on AI recommendations
- Human override is available for **all sensitive or escalated queries**
- AI responses are **monitored and filtered** through system prompt guardrails

### 10.3 AI Prohibited Uses

- Generating **harmful, illegal, abusive, or defamatory content**
- Attempting to **manipulate or deceive** other users or providers
- Extracting **confidential platform data or user information**
- Bypassing **platform security, verification, or payment systems**

## PART F — DISPUTE RESOLUTION

### Section 11 — Dispute Resolution Process

Vero360's dispute resolution process is designed in compliance with the **Consumer Protection Act 2003**, which requires businesses to provide accessible and fair mechanisms for resolving consumer complaints.

#### 11.1 Raising a Dispute

- Disputes must be raised **within 72 hours** of service completion
- All disputes are raised through the **Vero360 app dispute centre**
- Supporting evidence — photos, screenshots, messages — must be submitted
- Both parties will be notified immediately upon dispute submission

#### 11.2 Resolution Timeline

| Stage   | Action                                                | Party              | Timeline      |
|---------|-------------------------------------------------------|--------------------|---------------|
| Stage 1 | Customer raises dispute in app with evidence          | Customer           | Within 72 hrs |
| Stage 2 | Operations Manager reviews evidence from both parties | Operations         | Within 48 hrs |
| Stage 3 | Both parties notified of Operations decision          | Operations         | Within 5 days |
| Stage 4 | CEO escalation if parties disagree                    | CEO                | Within 7 days |
| Stage 5 | Legal Officer formal involvement                      | Legal Officer      | As required   |
| Stage 6 | Referral to Malawian courts — Consumer Protection Act | External Authority | As required   |

#### 11.3 Dispute Outcomes

| Outcome                        | Result                                      |
|--------------------------------|---------------------------------------------|
| Resolved in favour of customer | Full escrow refund issued within 48 hours   |
| Resolved in favour of provider | Escrow released to provider within 24 hours |
| Evidence inconclusive          | CEO makes final binding decision            |
| Escalated to Legal Officer     | Formal arbitration under Malawian law       |
| False/malicious dispute raised | Account reviewed for suspension             |

## PART G — PLATFORM CONDUCT & SAFETY

### Section 12 — Prohibited Activities

The following are strictly prohibited on the Vero360 platform and may constitute offences under Malawian law including the **Penal Code (Cap. 7:01)**, **Electronic Transactions & Cyber Security Act 2016**, and **Financial Crimes Act 2017**:

- Listing or selling **illegal goods or services** under any Malawian law
- **Harassment, abuse, or threatening behaviour** toward any user, provider, or staff
- **Identity fraud** or impersonation of any person or business entity
- **Money laundering** or use of the platform for illegal financial activity

- **Hacking, scraping, or reverse engineering** the platform or its code
- Posting **pornographic, violent, hateful, or extremist content**
- Any activity that **undermines platform trust, safety, or security**
- Using the platform to facilitate **human trafficking or exploitation**

## Section 13 — Account Suspension & Termination

### 13.1 Grounds for Suspension

- Violation of any term in this Agreement
- Fraudulent transactions or **identity fraud**
- Accumulation of **3 or more unresolved disputes**
- Provider rating falling **below 2.5 stars**
- Non-payment of subscription fees for **30 consecutive days**
- Any conduct that **violates Malawian law**

### 13.2 Appeal Process

- Suspended users may **appeal within 7 days** by emailing [info@vero360.mw](mailto:info@vero360.mw)
- Appeals are reviewed by the **CEO and Legal Officer**
- Appeal decisions are issued within **5 business days**
- Vero360's appeal decision is **final**

### 13.3 Upon Termination

- Terminated accounts are **permanently banned** from the platform
- Escrowed funds legitimately owed are returned within **7 business days**
- Vero360 reserves the right to **report fraudulent activity** to Malawi Police Service
- Account data is retained for **7 years** as required by Malawian accounting and legal standards

## PART H — DATA PROTECTION & PRIVACY

### Section 14 — Data Protection Policy

**Constitutional Basis:** Data protection on the Vero360 platform is governed by Section 21 of the Malawi Constitution (Right to Privacy), the Electronic Transactions & Cyber Security Act 2016, and GDPR-inspired data protection principles adopted voluntarily by Vero360 Limited as best practice.

#### 14.1 Data We Collect

| Data Type   | What We Collect                                   | Purpose                                    |
|-------------|---------------------------------------------------|--------------------------------------------|
| Identity    | Full name, phone number, email address            | Account verification & communication       |
| KYC         | National ID number and photo (providers only)     | Identity verification & fraud prevention   |
| Financial   | Transaction history, payment records, escrow data | Payment processing & regulatory compliance |
| Location    | GPS data during active rides and deliveries only  | Route tracking & fare calculation          |
| Device      | Device type, OS version, app usage data           | Platform improvement & security            |
| Behavioural | Search history, booking patterns (anonymised)     | AI personalisation & recommendations       |

#### 14.2 Data Protection Commitments

- Vero360 will **never sell, share, or disclose** user data to third parties without explicit consent
- All payment data is **encrypted end-to-end** through Paychangu and Firebase
- Users may request **complete data deletion** by emailing [info@vero360.mw](mailto:info@vero360.mw)
- Data is stored on **secure encrypted servers** with daily backups
- Data breaches will be reported to **MACRA within 72 hours** of detection
- Transaction records are retained for **7 years** per Malawian accounting standards

## PART I — LIABILITY & WARRANTIES

### Section 15 — Limitation of Liability

- Vero360 is a **platform intermediary** connecting customers with independent providers
- Vero360 is **not liable** for the quality, safety, or legality of services provided by third-party providers
- Vero360 is **not liable** for losses from platform downtime, technical errors, or force majeure events
- Vero360's total liability shall not exceed the **value of the disputed transaction**
- Vero360 makes **no warranties** that the platform will be error-free or uninterrupted at all times

### Section 16 — Indemnification

You agree to **indemnify and hold harmless** Vero360 Limited, its directors, officers, employees, shareholders, and agents from any claims, damages, penalties, or legal costs arising from:

- Your violation of any term in this Agreement
- Your use or misuse of the Vero360 platform

- Your interactions with other users, providers, or courier partners
- Any content you post, submit, or publish on the platform
- Your violation of any applicable **Malawian law or regulation**

## PART J — REGULATORY COMPLIANCE FRAMEWORK

### Section 17 — Full Malawian Regulatory Reference

Vero360 Limited is committed to full and ongoing compliance with the Constitution of the Republic of Malawi and all applicable legislation, regulations, policies, and guidelines issued by the following regulatory authorities and under the following legal instruments:

#### 17.1 Constitutional Framework

| Constitution Section | Right / Provision                                    | How Vero360 Complies                                                         |
|----------------------|------------------------------------------------------|------------------------------------------------------------------------------|
| Section 13(e)        | Promotion of economic development and free commerce  | Platform enables citizens to freely buy, sell, and access services digitally |
| Section 19           | Right to dignity and freedom from discrimination     | Equal access policy — no discrimination on any grounds                       |
| Section 21           | Right to privacy of communications and personal data | Encrypted data, no third-party data sales, GDPR-inspired privacy policy      |
| Section 28           | Right to property and economic participation         | Escrow protects buyer funds; providers own their earnings                    |
| Section 44           | Consumer rights and protection of economic interests | Full escrow protection, refund policy, dispute resolution mechanism          |

#### 17.2 MACRA — Malawi Communications Regulatory Authority

| Law / Regulation                                  | Key Requirement                                                          | Vero360 Compliance Measure                                                                |
|---------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Communications Act (Cap. 68:01)                   | Licensing of electronic communications services and platforms            | MACRA registration and licensing for digital platform services                            |
| Electronic Transactions & Cyber Security Act 2016 | Security of digital transactions, data protection, cybercrime prevention | Firebase encryption, OTP verification, AI fraud detection, breach reporting within 72 hrs |
| MACRA Digital Platform Guidelines                 | Content standards and consumer protection for digital service providers  | Content moderation policy, AI guardrails, and user reporting mechanisms                   |
| Data Retention Policy                             | Retention of electronic transaction records                              | All transaction data retained for 7 years on secure encrypted servers                     |

#### 17.3 RBM — Reserve Bank of Malawi

| Law / Regulation                  | Key Requirement                                                  | Vero360 Compliance Measure                                                               |
|-----------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Financial Services Act 2010       | Regulation of financial service providers and payment platforms  | Partnership with licensed Paychangu gateway; RBM-compliant payment processing            |
| National Payment Systems Act 2016 | Standards for digital payment systems and mobile money platforms | Airtel Money & TNM Mpamba integration via Paychangu; escrow model compliant with NPS Act |

| Law / Regulation                  | Key Requirement                                                   | Vero360 Compliance Measure                                                                          |
|-----------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| RBM Mobile Money Guidelines       | Consumer protection and transparency in mobile money transactions | Full fee disclosure, commission cap at 5%, transparent escrow releases                              |
| Financial Crimes Act 2017 / AML   | Anti-Money Laundering and Know Your Customer requirements         | Mandatory KYC/NID verification for all providers; AI transaction monitoring for suspicious patterns |
| FIU — Financial Intelligence Unit | Reporting of suspicious financial transactions                    | AI fraud detection flags unusual patterns; Legal Officer oversees FIU reporting obligations         |

#### 17.4 MRA — Malawi Revenue Authority

| Law / Regulation            | Key Requirement                                                  | Vero360 Compliance Measure                                                        |
|-----------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Taxation Act (Cap. 41:01)   | Income tax obligations on business revenue and provider earnings | Tax-compliant receipts issued; Finance Officer oversees MRA reporting obligations |
| Value Added Tax Act         | VAT registration and remittance on applicable services           | VAT applied to subscription fees where required; MRA-compliant invoicing          |
| Withholding Tax Regulations | Withholding tax on platform commissions                          | Finance Officer reconciles Paychangu settlements with MRA withholding obligations |
| Transfer Pricing Rules      | Arms-length pricing for related-party transactions               | All related-party transactions documented at market rates                         |

#### 17.5 MBRS — Malawi Business Registry Services

| Law / Regulation                | Key Requirement                                                                    | Vero360 Compliance Measure                                                            |
|---------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Companies Act 2013              | Incorporation, governance, and reporting obligations for Private Limited Companies | Vero360 Limited incorporated under Companies Act 2013; annual returns filed with MBRS |
| Business Names Registration Act | Registration of trading names                                                      | 'Vero Technologies Malawi' registered as trading name under MBRS                      |
| Annual Returns                  | Filing of annual financial and director returns                                    | Finance Officer and Legal Officer responsible for annual MBRS filings                 |
| Company Amendments              | Notification of changes to directors, shareholders, or registered office           | All amendments processed through MBRS portal within statutory timeframe               |

#### 17.6 Consumer Protection & Competition Authorities

| Law / Regulation                            | Key Requirement                                                        | Vero360 Compliance Measure                                               |
|---------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Consumer Protection Act 2003                | Consumer rights, fair trading, refund entitlements, and dispute access | Full refund policy, 6-stage dispute resolution, escrow buyer protection  |
| Competition & Fair Trading Act (Cap. 48:07) | Anti-competitive practices, fair pricing, market conduct               | Commission capped at 5%; transparent pricing; no predatory practices     |
| Price Control Act                           | Prevention of exploitative pricing practices                           | AI price estimator promotes fair market pricing; commission cap enforced |

| Law / Regulation    | Key Requirement                                   | Vero360 Compliance Measure                                                    |
|---------------------|---------------------------------------------------|-------------------------------------------------------------------------------|
| Employment Act 2000 | Rights and obligations of employers and employees | All staff employed under written contracts complying with Employment Act 2000 |

## PART K — GENERAL PROVISIONS

### Section 18 — Amendments to This Agreement

- Vero360 reserves the right to **update this Agreement** at any time
- Users will be notified of material changes via **in-app notification, email, and WhatsApp Business**
- Changes take effect **30 days after notification**
- Continued use of the platform after the notice period constitutes **acceptance of changes**
- Users who do not accept changes may **terminate their account** without penalty

### Section 19 — Governing Law & Jurisdiction

This Agreement is governed by and shall be construed exclusively in accordance with the laws of the **Republic of Malawi**. Any legal disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the **courts of Malawi**, including the High Court of Malawi where applicable.

Vero360 Limited is committed to full compliance with all directives, circulars, guidelines, and statutory instruments issued by **MACRA, RBM, MRA, MBRS**, and all other competent Malawian regulatory authorities from time to time. This Agreement will be promptly updated to reflect changes in the regulatory environment.

### Section 20 — Severability

If any provision of this Agreement is found by a competent court or authority to be **invalid, unlawful, or unenforceable** under Malawian law, that provision shall be deemed severed from the Agreement. All remaining provisions shall continue in full force and effect without amendment.

### Section 21 — Entire Agreement

This Agreement, together with the following associated policy documents, constitutes the **entire agreement** between you and Vero360 Limited regarding your use of the platform:

| Document                                | Status                  | Purpose                              |
|-----------------------------------------|-------------------------|--------------------------------------|
| Platform User Agreement (this document) | Effective 01 April 2026 | Core terms binding all users         |
| Subscription & Payment Policy           | Effective 01 April 2026 | Fees, commissions, billing, refunds  |
| Privacy Policy                          | Effective 01 April 2026 | Data collection, use, and protection |
| Merchant Terms & Conditions             | Effective 01 April 2026 | Provider-specific obligations        |
| Courier Partner SLA                     | Effective 01 April 2026 | Courier performance standards        |

### Contact Information

| Department                  | Contact Details                    |
|-----------------------------|------------------------------------|
| General Enquiries & Support | info@vero360.mw                    |
| Disputes & Complaints       | info@vero360.mw — Subject: DISPUTE |

| Department                   | Contact Details                                    |
|------------------------------|----------------------------------------------------|
| Legal & Compliance           | info@vero360.mw — Subject: LEGAL                   |
| Data Privacy & GDPR Requests | info@vero360.mw — Subject: PRIVACY                 |
| Registered Office            | Accurate House, Shop 6, First Floor, Zomba, Malawi |
| Headquarters                 | Lilongwe, Malawi                                   |
| Website                      | vero360.mw                                         |
| Email                        | info@vero360.mw                                    |

**Declaration:** By using the Vero360 Super App platform, you confirm that you have read, understood, and agreed to this Platform User Agreement and Terms of Service in its entirety. This Agreement is legally binding under the laws of the Republic of Malawi.

For and on behalf of Vero360 Limited

\_\_\_\_\_  
**Authorised Signatory**  
Vero360 Limited · Zomba, Malawi

\_\_\_\_\_  
**Date**

|                                                                                                                 |                                                                                                                   |                                                                               |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Vero360 Limited</b><br>Accurate House, Shop 6, First Floor, Zomba,<br>Malawi<br>info@vero360.mw   vero360.mw | <b>Platform User Agreement v2.0</b><br>Effective: 01 April 2026<br>Governed by the Laws of the Republic of Malawi | <b>Regulators</b><br>MACRA · RBM · MRA · MBRS<br>Consumer Protection Act 2003 |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|