

CarryByte Service Terms

Last Updated: 11th September 2025

These Service Terms (“Service Terms”) govern your access to and use of the services provided by CarryByte, a brand of Imani Labs Limited, a company incorporated under the laws of Kenya (“CarryByte”, “we”, “us”, “our”). These Service Terms are incorporated into and subject to the Customer Agreement or other agreement between you (“you”, “Customer”) and CarryByte. Capitalized terms not defined here have the meaning given in that Customer Agreement.

1. Universal Service Terms (Applicable to All Services)

1.1 You shall comply with CarryByte’s technical documentation, user guides, developer guides, API documentation, or any other instructions we provide for use of the Services.

1.2 You are responsible for maintaining any licenses needed for software you deploy or run in connection with the Services, including third-party software.

1.3 If we reasonably believe that Your Content violates law, infringes third-party rights, or otherwise breaches these Service Terms (including any Acceptable Use Policy), we may notify you and you must remove or disable access to such content. If you do not comply within 2 business days, we may remove or disable access ourselves or suspend your use of the Service to the extent necessary.

1.4 You must ensure that any information you provide to us (for registration, billing, support etc.) is accurate, complete, and up-to-date.

1.5 We may apply upgrades, patches, bug-fixes, or maintenance to the Services. We will use reasonable efforts to provide advance notice of scheduled maintenance (except in emergencies), and you agree to cooperate to implement any required changes.

1.6 If you process personal data of individuals in connection with your use of the Services, you are responsible for providing any legally required notices to those individuals, obtaining necessary consents, and otherwise complying with data protection and privacy laws, including the Kenya Data Protection Act, 2019.

1.7 Upon termination or expiration of your account, we will remove or delete your data and content in accordance with our deletion policy, as set out in our documentation or as otherwise agreed.

1.8 You may receive promotional credits, trial periods, or free tiers (“Promotional Offers”). Use of such offers is subject to the terms of those offers, including any expiration, usage limitations, or geographical or service restrictions.

1.9 You agree to pay all fees and charges for the Services in accordance with the fees schedule published or otherwise provided. Unless otherwise stated, all fees are nonrefundable except as required by law or as explicitly set out herein.

1.10 We may change our pricing, features, or terms for the Services, but changes will not apply to any subscription or long-term commitment you have already locked in, except as we may reasonably specify and agree in writing.

1.11 We will use commercially reasonable efforts to provide support according to the support level or plan that you have selected. We may specify different service levels or service level agreements (SLAs) for different features or tiers of service.

1.12 If the law (including export control, sanctions, etc.) requires limitations on certain use of the Services (e.g. cross-border data transfers, usage for certain applications), you must comply.

1.13 You must not use the Services for any prohibited activities, including (but not limited to):

- unlawful content or behavior
- transmitting malware, spam, or viruses
- mining cryptocurrency without our written permission
- infringing third-party rights

2. Beta, Preview, and Experimental Features

2.1 From time to time, we may provide access to features, functionalities, regions, or services marked “beta”, “preview”, “experimental” or similar (“Beta Features”). You accept that Beta Features may be unstable, may change, may be discontinued, and might not be suitable for production use.

2.2 We may modify or remove Beta Features at any time, and you will not receive any compensation for such changes.

2.3 Beta Features are provided “as-is”, without warranties of any kind, and our liability for Beta Features is limited to the amount you paid us for those Beta Features during the preceding 12 months (if any).

3. Data Protection & Privacy

3.1 We will process Customer Data in accordance with our Privacy Policy and any Data Processing Addendum (DPA) you have entered into with us.

3.2 If applicable law requires data transfer safeguards (e.g. Standard Contractual Clauses, GDPR, or Kenya cross-border data rules), those requirements apply when CarryByte processes, transfers or hosts data outside jurisdictions that are subject to such laws.

3.3 You represent that you have all necessary rights, consents, and permissions to provide and process the data you upload, store, or transmit using the Services.

4. Intellectual Property

4.1 CarryByte and its licensors retain all rights, title and interest in and to the Services (including software, APIs, content, intellectual property) except for rights explicitly granted to you under this Agreement.

4.2 You retain all rights in Your Content. You grant CarryByte a worldwide, non-exclusive, royalty-free license to host, store, transmit, display, and use Your Content as necessary for us to provide, maintain, and improve the Services.

4.3 You shall not remove, obscure, or alter any proprietary notices or labels on any portion of the Services or software provided by CarryByte.

5. Service Levels and Credits

5.1 We may provide a Service Level Agreement (SLA) for certain features/tiers of service. The SLA will specify availability, response times, performance metrics, etc.

5.2 If we fail to meet the committed service levels under the SLA, you may be eligible to request a service credit. The credit will be calculated based on the terms stated in the SLA.

5.3 To receive a credit, you must request it within 30 days of the occurrence of the issue, and comply with any documentation or process we require.

6. Billing, Invoicing, and Payment

6.1 Fees are invoiced monthly in arrears for usage-based services, or in advance for subscriptions, unless otherwise agreed.

6.2 We accept payments by bank transfer, M-Pesa, credit/debit card, or other methods communicated to you. If payment is not made when due, we may charge interest on late payments and suspend or terminate Services until full payment is received.

6.3 If you have pre-paid or committed to a minimum usage or term, amounts are generally non-refundable except as required by law or specific commitment terms.

7. Termination

7.1 Either party may terminate the Service for convenience upon 7 days' written notice, unless otherwise agreed.

7.2 We may suspend, restrict, or terminate Services immediately if you materially breach these Service Terms, including failure to pay, violations of law, or infringement of rights.

7.3 Upon termination, you will cease use of the Services and we may delete your Content according to our data retention/deletion policies.

7.4 Some obligations survive termination, including payment obligations, confidentiality, intellectual property rights, and limitations of liability.

8. Liability, Disclaimers, and Indemnification

8.1 THE SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE”, except to the extent otherwise agreed. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHERE PERMITTED BY LAW.

8.2 To the fullest extent permitted by law, CarryByte’s liability to you shall be limited to the amount of fees paid by you in the 12 months before the event giving rise to the claim.

8.3 Neither party shall be liable to the other for indirect, incidental, special, punitive, or consequential damages (including loss of profits, business interruption, or loss of data), even if advised of the possibility of such damages.

8.4 You agree to indemnify, defend, and hold harmless CarryByte (and its affiliates, officers, and employees) from any third-party claim, demand, suit or proceeding arising out of or related to your use of the Services, your breach of these terms, or your violation of law or third-party rights.

9. Miscellaneous

9.1 Governing law and jurisdiction: These Service Terms are governed by the laws of Kenya. Any dispute shall be resolved through good-faith negotiation, then binding arbitration in Kenya if negotiation fails, and only as a last resort in the courts of Nairobi, Kenya.

9.2 Assignment: You may not assign your rights or obligations under these Service Terms without our prior written consent. We may assign in connection with a merger, acquisition, sale of all or substantially all of our assets, or to our affiliates.

9.3 Notices: We may send notices electronically (email, dashboard, or SMS). Notice to you will be sent to the email you provided; notice to us shall be sent to legal@carrybyte.com