



ENDELEZA PLATFORM – TERMS AND CONDITIONS

1. INTRODUCTION

These Terms and Conditions (“Terms”) govern access to and use of the **Endeleza Platform** (the “Platform”), an online digital platform designed to support Small and Medium Enterprises (SMEs), advisors, financiers and other ecosystem participants to prepare, access, and mobilize finance through capital markets, alternative financing mechanisms, and related advisory services.

By registering for, accessing, or using the Endeleza Platform, you agree to be legally bound by these Terms. If you do not agree, you must not register for or use the Platform.

These Terms apply to: - SMEs and other entities applying for financing or market readiness support (“Applicants”), - Advisors and consultants admitted onto the Platform (“Advisors”), - Financiers, investors, lenders or funding institutions admitted onto the Platform (“Financiers”), and - Any person authorised by an account holder to access or use the Platform on their behalf.

These Terms take effect when: - An entity or individual registers an account on the Endeleza Platform; - A registered user accesses any service on the Platform; or - A user participates in any activity, service or transaction facilitated by the Platform or its partners.

Certain services on the Platform may be provided by third parties and may be subject to separate terms. In case of conflict, these Terms shall prevail unless expressly stated otherwise.

2. DEFINITIONS

In these Terms, unless the context otherwise requires:

- **“Endeleza Platform” or “Platform”** means the digital platform operated or administered by the Endeleza Programme to support enterprise development, financing readiness, and access to capital.
- **“Applicant”** means any SME or entity applying for financing, advisory services, or market access through the Platform.
- **“Advisor”** means a professional, firm, or institution admitted onto the Platform to provide advisory, due diligence, structuring, or capacity-building services.
- **“Financier”** means any bank, fund, investor, development finance institution, or other funding entity admitted onto the Platform.
- **“User” or “You”** means any Applicant, Advisor, Financier, or authorised representative using the Platform.

- **“Terms”** means these Terms and Conditions as amended from time to time.

3. APPLICATION OF TERMS

These Terms apply to all use of the Endeleza Platform. Continued use of the Platform constitutes acceptance of the Terms, including any updates or amendments communicated from time to time.

The Platform operator reserves the right to amend these Terms at its discretion. Updated Terms will be made available on the Platform or through official communication channels.

4. REGISTRATION AND ACCOUNT ADMINISTRATION

4.1 To access the Platform, users must create an account and provide accurate, complete, and up-to-date information.

4.2 Users authorise the Platform to verify identity and submitted information, including through third-party verification, regulatory checks, and compliance reviews in line with applicable AML/CFT, fraud prevention, and regulatory requirements.

4.3 Users are responsible for maintaining the confidentiality of login credentials. The Platform shall not be liable for losses arising from unauthorised access resulting from user negligence.

4.4 Information and documents uploaded to the Platform are deemed to be true, accurate, and submitted with authority.

4.5 The Platform reserves the right to suspend or terminate accounts where there is breach of these Terms, legal or regulatory requirements, or upon instruction from competent authorities.

5. TERMS OF USE – APPLICANTS (MSMEs)

5.1 Applicants shall use the Platform solely for legitimate enterprise development, financing, and advisory purposes.

5.2 Applicants must ensure that all information and documents submitted are accurate, complete, and current.

5.3 Applicants acknowledge that the Platform may integrate with data providers to generate enterprise assessments, credit scoring, valuations, and performance analytics, which may be shared with Advisors and Financiers on the Platform.

5.4 Application or participation fees, where applicable, shall be payable as prescribed and are non-refundable unless otherwise stated.

5.5 Applicants may withdraw an application by notifying the Platform in writing, subject to any ongoing obligations.

5.6 Where financing is successfully secured, Applicants shall: - Use funds strictly for the stated purposes; - Comply with agreed reporting, repayment, or performance obligations; - Submit periodic financial and operational information as required; and - Comply with all applicable laws and regulatory requirements.

Failure to comply may result in suspension, delisting, or restriction from future Platform services.

6. TERMS OF USE – ADVISORS

6.1 Admission of Advisors is at the sole discretion of the Platform.

6.2 Advisors are responsible for conducting professional assessments, due diligence, and advisory services in accordance with applicable laws and professional standards.

6.3 Advisors shall maintain confidentiality of all Applicant and Platform information.

6.4 Advisors may request additional information from Applicants as reasonably required for assessments.

6.5 Advisors shall support ongoing monitoring and reporting where required under Platform arrangements.

7. TERMS OF USE – FINANCIERS

7.1 Financiers are admitted at the sole discretion of the Platform.

7.2 Financiers shall conduct independent assessments and shall not rely solely on Platform or Advisor recommendations.

7.3 Financiers shall maintain confidentiality and shall not use Platform information for purposes outside the Endeleza ecosystem without authorisation.

7.4 Financiers are not obligated to fund all Applicants and may decline opportunities based on internal criteria.

7.5 Financiers shall comply with all AML/CFT and regulatory requirements and provide additional information where requested.

8. FEES AND PAYMENTS

All applicable fees shall be clearly communicated on the Platform. Users are responsible for payment of all applicable fees, taxes, and statutory charges.

9. DATA PROTECTION AND CONFIDENTIALITY

Personal and business data collected through the Platform shall be processed in accordance with applicable data protection laws and the Platform's Privacy Policy.

10. INDEMNITY AND LIMITATION OF LIABILITY

Users agree to indemnify the Platform, its operators, partners, and affiliates against any claims, losses, or damages arising from misuse of the Platform or breach of these Terms.

The Platform is provided on an "as is" basis. The Platform shall not be liable for indirect, incidental, or consequential losses arising from use of the Platform.

11. INTELLECTUAL PROPERTY

All intellectual property rights in the Platform, content, systems, and materials remain the property of the Platform operator or its licensors.

12. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the United Republic of Tanzania, and the courts of Tanzania shall have exclusive jurisdiction.

13. GENERAL PROVISIONS

- The Platform may modify or discontinue services at any time.
- No waiver of rights shall be deemed unless in writing.
- If any provision is held invalid, the remaining provisions shall remain in force.