MENODAO ("MENO CHAMA") — TERMS AND CONDITIONS

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PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE MENODAO APPLICATION ("APP"). BY CLICKING "I AGREE," BY REGISTERING AN ACCOUNT, OR BY MAKING YOUR FIRST CONTRIBUTION PAYMENT, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, DO NOT USE THE APP AND DO NOT MAKE ANY PAYMENT.

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1. DEFINITIONS & INTERPRETATION

In these Terms, unless the context requires otherwise, the following words and expressions shall have the meanings assigned to them below:

Term	Meaning
"App"	The MenoDAO mobile application (also marketed under the brand name "Meno Chama"), including all associated websites, dashboards, APIs, and digital interfaces operated by MenoDAO.
"MenoDAO," "we," "us," "our"	MenoDAO Cooperative Society [Limited / in formation], a digital financial cooperative registered (or in the process of registration) under the Co-operative Societies Act, Cap. 490, Laws of Kenya, and operating from Nairobi, Kenya.
"Member," "you," "your," "user"	Any natural person who has successfully registered on the App, accepted these Terms, and made at least one (1) valid Contribution Payment.
"Contribution" or "Micro-Premium"	The monthly or annual payment made by a Member into the Community Pool, currently set at KES 350 per month for the Standard Plan, or an annual equivalent for the VIP Upfront Plan, as described in Section 4.
"Community Pool" or "Treasury"	The collective, pooled fund of stablecoin assets held in a decentralized smart-contract-based treasury on the Base and/or Celo blockchain networks, funded by Members' Contributions and used to settle eligible claims at Partner Clinics.
"Stablecoin"	A cryptocurrency token designed to maintain a stable value relative to a fiat currency (e.g., the United States Dollar). MenoDAO currently uses USDC (USD Coin) and/or cUSD (Celo Dollar).
"Smart Contract"	A self-executing computer programme deployed on a public blockchain that automatically performs certain functions (such as payment settlement) when pre-defined conditions are met, without requiring human intermediation.
"Partner Clinic"	A dental clinic or healthcare facility that has entered into a valid, written service agreement with MenoDAO to provide dental services to Members and to accept stablecoin settlement from the Community Pool. A current list of Partner Clinics is published on the App and updated from time to time.
"Covered Procedure"	A dental procedure that falls within the benefit categories specified in Section 6 and that is performed at a Partner Clinic after the applicable Waiting Period has elapsed.
"Waiting Period"	The mandatory period of continuous, paid-up membership that must elapse before a Member becomes eligible to access specific Covered Procedures, as detailed in Section 5.
"Activation Date"	The calendar date on which MenoDAO receives and confirms a Member's first successful Contribution Payment.
"KMPDC"	The Kenya Medical Practitioners and Dentists Council, established under the Medical Practitioners and Dentists Act, Cap. 253, Laws of Kenya.
"DPA"	The Data Protection Act, No. 24 of 2019, Laws of Kenya, and any regulations, guidelines, or codes of practice issued thereunder by the Office of the Data Protection Commissioner ("ODPC").
"M-Pesa"	The mobile money service operated by Safaricom PLC, regulated by the Central Bank of Kenya ("CBK").
"Fiat"	Government-issued currency, specifically the Kenya Shilling (KES), as used in these Terms.
"Effective Date"	The date stated at the top of this document, or the date on which you accept these Terms, whichever is later.
"Chama"	A Kiswahili term for an informal cooperative pooling or self-help group, commonly used in Kenya.

| "SACCO" | Savings and Credit Co-operative Society, as regulated under the Sacco Societies Act, 2008, and the Co-operative Societies Act, Cap. 490. |
| "KYC" | Know Your Customer — the identity verification process required before a user may become a Member. |

Rules of Interpretation:

- Words importing the singular include the plural and vice versa.
- A reference to a "person" includes a natural person.
- Headings are for convenience only and shall not affect interpretation.
- References to any statute or statutory provision include any subordinate legislation made under it, and any amendment, re-enactment, or replacement thereof from time to time in force.
- Where the word "including" is used, it shall mean "including without limitation."

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2. LEGAL NATURE OF MENODAO

2.1 What MenoDAO Is

MenoDAO is a digital financial cooperative (commonly understood as a "Chama" or cooperative pooling society) that is registered, or is in the process of registration, under the Co-operative Societies Act, Cap. 490, Laws of Kenya.

In plain language: MenoDAO is a community savings pool. Members contribute small, regular amounts of money. Those contributions are pooled together. When a Member needs dental care, the pool pays the dentist on the Member's behalf. The technology we use (blockchain, smart contracts, stablecoins) is simply the infrastructure through which we manage the pool — it does not change the fundamental cooperative nature of what we do.

2.2 What MenoDAO Is NOT — Critical Disclaimer

YOU MUST READ AND UNDERSTAND THIS SECTION.

- (a) MenoDAO is NOT an insurance company. We are not registered, licensed, or regulated as an insurance underwriter or intermediary under the Insurance Act, Cap. 487, Laws of Kenya, and we do not purport to carry on "insurance business" as defined in that Act. We do not assume actuarial risk, we do not issue insurance policies, and we do not guarantee payment of claims against an underwriting balance sheet. MenoDAO pools contributions and distributes them according to the cooperative's rules — the availability of funds for claims depends on the collective health of the Community Pool.

- (b) MenoDAO is NOT a bank, deposit-taking institution, or money service business. Your Contribution is not a "deposit" as defined under the Banking Act, Cap. 488, or the Central Bank of Kenya Act, Cap. 491. You do not earn interest on your Contribution. Your Contribution is a membership fee paid into a communal fund.

- (c) MenoDAO is NOT a medical provider. We do not employ dentists. We do not operate clinics. We do not diagnose, treat, prescribe, or render any healthcare service. Our role is strictly limited to financial settlement — paying the dental clinic on your behalf when eligible.

- (d) MenoDAO is NOT an investment vehicle. Your Contribution is not an investment. You have no expectation of profit, return on capital, or equity interest in the Community Pool or in any blockchain-based token or asset.

2.3 Member Acknowledgement

By accepting these Terms, you acknowledge and agree that:

"I understand that MenoDAO is a cooperative fund-pooling arrangement, not an insurance company. I understand that MenoDAO does not guarantee that funds will always be available to cover my claims. I understand that MenoDAO's ability to settle claims depends on the collective contributions of all Members and the responsible management of the Community Pool."

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3. ELIGIBILITY & MEMBERSHIP

3.1 Who May Join

To become a Member of MenoDAO, you must meet all of the following requirements at the time of registration and for the entire duration of your membership:

- (a) You must be a natural person (not a company, trust, or other legal entity).
- (b) You must be at least eighteen (18) years of age, or the age of legal majority under Kenyan law, whichever is higher.
- (c) You must be a resident of the Republic of Kenya or otherwise lawfully present in Kenya at the time of registration.
- (d) You must possess a valid national identification document (Kenyan National ID, Passport, or Alien ID) and provide accurate KYC information as requested by the App.
- (e) You must have access to a registered M-Pesa account in your own name.
- (f) You must not have been previously banned or expelled from MenoDAO for any reason (see Section 10).

3.2 Registration & KYC

- You must complete the registration process on the App, which includes providing your full legal name, national ID number, M-Pesa-registered phone number, date of birth, and any other information requested.
- MenoDAO reserves the right to verify your identity through third-party KYC providers and to reject any application that fails verification.
- You must provide truthful, complete, and current information. Providing false or misleading information during registration is grounds for immediate termination and forfeiture under Section 12.

3.3 One Account Per Person

Each individual may hold only one (1) MenoDAO account. Creating multiple accounts is a violation of these Terms and may trigger anti-fraud sanctions under Section 10.

3.4 Membership Is Personal and Non-Transferable

Your MenoDAO membership is personal to you. It cannot be sold, assigned, transferred, lent, shared, or inherited. Upon a Member's death, their account shall be closed and no further claims shall be payable, save for any claim that was already verified and approved prior to the

date of death.

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4. CONTRIBUTION PLANS, PAYMENT & NON-REFUNDABILITY
4.1 Available Plans

MenoDAO offers the following Contribution Plans:
(a) Standard Monthly Plan ("Mwezi-Mwezi")
- Amount: KES 350 per calendar month.
- Billing Cycle: Monthly, due on the same calendar date as your Activation Date (or the last day of the month if that date does not exist in a given month).
- Payment Method: M-Pesa (STK Push or manual Paybill).
- Waiting Periods: Standard Waiting Periods apply as set out in Section 5.1.
- Grace Period: You have a grace period of five (5) calendar days from the due date to make your monthly Contribution. If payment is not received within the grace period, your membership shall be deemed lapsed as described in Section 4.5.
(b) VIP Upfront Annual Plan ("VIP Meno")
- Amount: KES 4,200 (equivalent to twelve (12) months × KES 350), payable in a single lump sum at the time of registration or plan upgrade.
- Payment Method: M-Pesa (STK Push, manual Paybill, or bank transfer where available).
- Waiting Periods: Reduced Waiting Periods apply as set out in Section 5.2.
- Validity: Twelve (12) calendar months from the date of confirmed payment.
- Renewal: At the end of the twelve-month period, the VIP Member may renew on either the Standard Monthly Plan or a new VIP Upfront Annual Plan. If no renewal payment is received within fourteen (14) days of expiry, the membership shall lapse.
4.2 Payment Processing — Fiat to Stablecoin Conversion

You acknowledge and agree to the following payment flow:

1. You make a Contribution payment in Kenya Shillings (KES) via M-Pesa.
2. Upon confirmed receipt of your KES payment, MenoDAO (or its authorized payment processor / liquidity partner) converts the KES amount into stablecoins (USDC or cUSD) at the prevailing market exchange rate at the time of conversion.
3. The converted stablecoin amount is deposited into the Community Pool, which is held in a smart-contract-based treasury on the Base and/or Celo blockchain networks.
4. You acknowledge that foreign exchange fluctuations between KES and USD may affect the stablecoin value of your Contribution. MenoDAO does not guarantee any particular exchange rate and is not liable for conversion losses.
5. You acknowledge that a small transaction fee or gas fee may be incurred during the conversion and on-chain deposit process. MenoDAO will make reasonable efforts to minimize such fees but does not guarantee zero-fee transactions.
4.3 Contribution Is Not a Deposit, Investment, or Savings

Your Contribution is a cooperative membership fee paid into a communal fund. It is not held in a personal account, sub-account, or wallet on your behalf. Once your Contribution enters the Community Pool, it is commingled with all other Members' Contributions and is available to settle claims for any eligible Member.

You have no proprietary right, ownership interest, or individual claim over any specific portion of the Community Pool, any specific stablecoin token, or any specific smart contract balance.

4.4 NON-REFUNDABILITY — READ CAREFULLY

ALL CONTRIBUTIONS ARE STRICTLY NON-REFUNDABLE.

Because your Contribution is immediately pooled into the Community Pool and may be used at any time to settle claims for other Members, it is technically and operationally impossible to reverse, withdraw, or refund your Contribution once it has been received and processed.

This non-refundability applies:

- Whether or not you ever use the service or visit a Partner Clinic.
- Whether or not you decide to cancel your membership.
- Whether or not you are suspended, terminated, or banned.
- Whether or not you are dissatisfied with the service.
- Regardless of the reason for your request.

The only exception is where a refund is required by a final, binding order of a court of competent jurisdiction or an arbitral tribunal under Section 16.

By accepting these Terms, you expressly waive any right to a refund, chargeback, or reversal of any Contribution payment, to the maximum extent permitted by law.

4.5 Lapsed Membership

- If your Standard Monthly Plan Contribution is not received within the five (5) calendar day grace period, your membership shall automatically lapse.
- While your membership is lapsed:
  - You are not eligible to access any Covered Procedures.
  - You will not be able to use the App to book appointments or generate claim authorizations at Partner Clinics.
- Reactivation: A lapsed Member may reactivate their membership by paying any outstanding Contribution arrears plus the current month's Contribution. However:
  - If your membership has been lapsed for thirty (30) calendar days or less, your Waiting Periods shall resume from where they were paused.
  - If your membership has been lapsed for more than thirty (30) calendar days, your Waiting Periods shall reset entirely, as if you were a new Member joining for the first time.
- MenoDAO reserves the right to permanently close the account of any Member whose membership has been continuously lapsed for more than ninety (90) calendar days.

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5. WAITING PERIODS

5.1 Standard Monthly Plan — Waiting Periods

If you are on the Standard Monthly Plan, the following mandatory Waiting Periods apply from your Activation Date (or from your reactivation date, if applicable under Section 4.5):

| Category | Covered Procedures | Waiting Period |

|---|---|---|
| Category A — Consultations & Emergencies | Dental consultations, dental examinations, dental X-rays, emergency extractions (simple extractions required due to acute pain or infection) | 60 calendar days of continuous, paid-up membership |
| Category B — Restorative Procedures | Dental fillings (amalgam, composite, GIC), root canal treatment (endodontics), scaling and polishing (prophylaxis), and other restorative procedures as listed on the App | 90 calendar days of continuous, paid-up membership |

Important clarifications on Waiting Periods:

- (a) "Continuous, paid-up membership" means that you must have been a registered Member with no lapsed payments for the entire duration of the Waiting Period. Any lapse in payment pauses or resets the Waiting Period as described in Section 4.5.
- (b) Waiting Periods are calculated in calendar days, not business days. Weekends and public holidays are counted.
- (c) Waiting Periods are non-negotiable and cannot be waived, shortened, or overridden for Standard Monthly Plan Members under any circumstances, including but not limited to medical emergencies, pre-existing conditions, or hardship claims.
- (d) The purpose of Waiting Periods is to protect the sustainability of the Community Pool and to prevent adverse selection (i.e., individuals joining only when they already need expensive dental work). You acknowledge that Waiting Periods are essential to the financial viability of the cooperative and are in the collective interest of all Members.

5.2 VIP Upfront Annual Plan — Reduced Waiting Period

If you are on the VIP Upfront Annual Plan, the following reduced Waiting Period applies:

Category	Covered Procedures	Waiting Period
All Categories (A & B)	All Covered Procedures listed in Section 6	14 calendar days from the date of confirmed receipt of full annual payment

The rationale for the reduced Waiting Period on the VIP Plan is that by paying twelve (12) months upfront, you have demonstrated a financial commitment to the cooperative, significantly reduced the risk of adverse selection, and provided meaningful liquidity to the Community Pool.

5.3 No Backdating

Waiting Periods shall never be backdated. The clock starts only when your Contribution payment is confirmed and received by MenoDAO. Pending, failed, or reversed M-Pesa transactions do not start or advance any Waiting Period.

5.4 Procedures Obtained Before Waiting Period Expiry

If you obtain a dental procedure at a Partner Clinic before your applicable Waiting Period has elapsed, whether through error, misrepresentation, or system malfunction:

- (a) MenoDAO shall have no obligation to settle that claim from the Community Pool.
- (b) You shall be personally liable for the full cost of the procedure, payable directly to the Partner Clinic.
- (c) MenoDAO reserves the right to take any of the enforcement actions described in Section

10 and Section 12.

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6. COVERED PROCEDURES & BENEFIT LIMITS
6.1 Covered Procedures

Subject to the applicable Waiting Periods, the following dental procedures are covered when performed at a verified Partner Clinic:

Category A — Consultations & Emergencies:
- Dental consultation and oral examination
- Dental X-rays (periapical, panoramic/OPG) where clinically indicated
- Simple (non-surgical) tooth extractions for emergency relief of pain or infection

Category B — Restorative Procedures:
- Dental fillings (amalgam, composite resin, glass ionomer cement)
- Root canal treatment (anterior and premolar teeth)
- Scaling and polishing (dental prophylaxis/cleaning)
6.2 Procedures NOT Covered (Exclusions)

The following procedures and expenses are expressly excluded from coverage and will not be settled from the Community Pool under any circumstances:

- (a) Cosmetic and elective procedures, including but not limited to: teeth whitening, dental veneers (porcelain or composite), dental bonding for aesthetic purposes, orthodontics (braces, aligners, retainers), and dental implants.
- (b) Surgical extractions and oral surgery, including wisdom tooth (third molar) surgical removal, jaw surgery (orthognathic surgery), and any procedure requiring general anaesthesia in a hospital setting.
- (c) Prosthodontics: dentures (partial or full), dental bridges, crowns, and dental implant-supported prostheses.
- (d) Root canal treatment on molar teeth (unless expressly added to the covered list on the App from time to time).
- (e) Any dental procedure performed outside Kenya.
- (f) Any dental procedure arising from self-inflicted injury, substance abuse, or participation in illegal activity.
- (g) Any dental procedure that was commenced before the Member's Activation Date or before the expiry of the applicable Waiting Period.
- (h) Any dental procedure performed at a clinic or by a practitioner that is not a verified MenoDAO Partner Clinic at the time of the procedure.
- (i) Medications, prescriptions, and pharmaceutical products, unless they are dispensed as part of a Covered Procedure by a Partner Clinic and included in the Partner Clinic's bundled service fee.
- (j) Travel costs, accommodation, lost wages, or any other incidental or consequential expense.
6.3 Benefit Limits

- MenoDAO reserves the right to impose annual benefit caps (i.e., the maximum total value of claims that a single Member may make in a twelve-month period). Any such caps shall be

published on the App and communicated to Members in advance.
- MenoDAO reserves the right to impose per-procedure limits (i.e., the maximum amount that the Community Pool will pay for a single procedure). Where the Partner Clinic's fee exceeds the per-procedure limit, the Member shall be responsible for paying the difference (the "co-payment" or "top-up") directly to the Partner Clinic.
- Benefit limits may be adjusted from time to time based on the financial health of the Community Pool. Changes shall be communicated as set out in Section 15.

6.4 Pre-Existing Conditions

MenoDAO does not exclude coverage based on pre-existing dental conditions, provided that the applicable Waiting Period has fully elapsed before the Member seeks treatment. The Waiting Periods in Section 5 are the cooperative's mechanism for managing pre-existing condition risk.

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7. PARTNER CLINIC NETWORK

7.1 Network-Only Benefit — No Out-of-Network Coverage

MenoDAO operates on a closed-network model. This means:

Covered Procedures may ONLY be performed at verified MenoDAO Partner Clinics listed on the App at the time of the appointment.

- (a) MenoDAO will not reimburse, refund, or compensate you for dental services obtained at any clinic, hospital, dental practice, or healthcare provider that is not a current, verified MenoDAO Partner Clinic.
- (b) There is no out-of-network reimbursement, no out-of-network exception, and no emergency out-of-network coverage, regardless of