

Avela Terms and Conditions

Effective Date: 01/11/2025

These Terms and Conditions (“Terms”) govern the use of Avela’s Earned Wage Access services (“Services”) provided by Avela Technologies Limited (“Service Provider”), a company registered in the republic of Kenya. By registering and using Avela’s platform, you agree to be bound by these Terms.

1. Definitions

1.1 In these Terms and Conditions the following words and expressions (save where the context requires otherwise) bear the following meanings:

1.1.1 “Client” or “Employee” means the individual registered on Avela’s platform whose employer has partnered with Avela.

1.1.2 “Employer” means the company that has entered into a formal agreement with Avela to provide payroll data for its employees.

1.1.3 “Platform” refers to Avela’s mobile app, web portal, and USSD interface.

1.1.4 “Processing Fee” means the flat fee charged per transaction, based on the amount requested.

1.1.5 “MPESA Account” means the mobile money account held by the Client with Safaricom.

1.1.6 “Bank Account” means any bank account provided by the Client for disbursement.

1.1.7 “Invite Code” means the unique registration code issued to eligible employees by Avela.

1.1.8 “Services” refers to the Earned Wage Access product offered by Avela.

1.1.9 “We,” “our,” and “us,” means the Service Provider and includes the successors and assigns of the Service Provider;

1.1.10 “You” or “your” means the Client and includes the personal representatives, heirs and successors of the Client;

1.1.11 “We,” “our,” and “us” means the Service Provider and includes the successors and assigns of the Service Provider.

1.1.12 “You” or “your” means the User and includes the personal representatives, heirs, and successors of the User.

1.1.13 “Advance” means the portion of earned wages made available to the User prior to the scheduled payday, subject to applicable limits and fees.

1.1.14 “Float Provider” means any third-party financial institution or lender that supplies liquidity to facilitate Advances through the Platform.

1.1.15 “Disbursement Partner” means any third-party payment processor, bank, or mobile money provider used to transfer funds to Users.

1.1.16 “Service Provider” means Avela Technologies Ltd, the entity operating the Avela Platform and responsible for service delivery, data processing, and compliance.

1.1.17 “Agreement” means the binding contract between the Employer and the Service Provider governing the use of the Platform and related services.

1.1.18 “Payroll Data” means employee wage information provided by the Employer to enable calculation and disbursement of Advances.

1.1.19 “Business Day” means any day other than a Saturday, Sunday, or public holiday in Kenya on which banks are open for business.

Acceptance of Terms

2.1 By registering on the Avela platform and requesting earned wage, you accept these Terms and Conditions.

2.2 These Terms apply to all current and future wage access transactions unless terminated under Clause 13. The most updated version of the Terms and Conditions will be available on the Avela website (avela.co.ke).

Ownership and Scope of Services

1.1 These Terms govern your access to and use of all Avela platforms, including but not limited to the mobile application, web portal, and USSD interface (“Platforms”), as well as any associated services, content, tools, and features provided by Avela (“Services”).

1.2 Avela is owned and operated by Avela Technologies Ltd, a company incorporated under the laws of the republic of Kenya. All intellectual property rights in the Platforms and Services—including but not limited to software, branding, content, and design—are owned by or licensed to Avela.

1.3 By accessing any Avela Platform, you agree to comply with these Terms and any additional policies, guidelines, or notices issued by Avela from time to time.

1.4 The Services are intended solely for users who are eligible under applicable laws and regulations. Avela reserves the right to restrict or revoke access to any Platform or Service at its sole discretion.

Modifications to Terms

3.1 Avela may revise these Terms at any time. Continued use of the platform or Services after changes are posted constitutes your acceptance of the revised Terms.

3.2 We recommend reviewing this page periodically to stay informed of any updates.

Eligibility

4.1 You must be at least 18 years old to use the platform or apply for Services.

4.2 Eligibility for specific Services may vary by jurisdiction and is subject to final approval by Avela and/or its partner institutions.

User Conduct and Representations

5.1 You agree to use the platform only for lawful purposes and in accordance with these Terms.

5.2 You represent and warrant that:

- (a) You are of legal age and capacity to enter into a binding agreement.
- (b) You will not use the platform in violation of any applicable laws or regulations.
- (c) You will not upload or transmit content that violates intellectual property rights, privacy rights, or our content standards.
- (d) You will not impersonate any person or entity, including Avela staff or other users.
- (e) You will not interfere with the platform's functionality or security.
- (f) You will not use automated tools (e.g., bots, crawlers) to access the platform without authorization.
- (g) You will not introduce malware or attempt unauthorized access to data or systems.
- (h) You will not frame, mirror, or link to the platform without prior written consent.