

By registering for this service, you agree to be bound by these terms of use. Please review them carefully before registration.

This document sets forth the terms and conditions under which CELLCORE Ltd will provide the PAYCOLLECT service to registered organizations.

CELLCORE Ltd is desirous and capable of providing support service for the Client, which said service is to provide you the Client with its PAYCOLLECT field agent banking mobile application with mobile Bluetooth Printer devices and/or SMS transaction notification for your use and benefit as you so desire.

The following are the Terms and conditions which shall govern the provision of the service;

## **1. UNDERTAKINGS**

1.1. It is our primary duty to you the Client, to provide the PAYCOLLECT service which includes making available the PAYCOLLECT mobile application with either the mobile Bluetooth Printer devices or SMS transaction notification option or with both, on our platform upon your request and for your use.

For the sake of clarity, you the Client, may opt in to use simultaneously with the mobile application, either the SMS transaction notification option or the Bluetooth Printer option or both the options of SMS transaction notification and Bluetooth printers together.

1.2. Within forty eight [48] hours of payment by you the Client for the service, the service will be made available and accessible including the envisaged mobile application and customized mobile Bluetooth Printer devices and/or SMS transaction notification service option, depending on your preferred service combination. **PROVIDED** that nothing herein may preclude providing you the Client with either or both service options being the said mobile application with printer devices and/or SMS transaction notification option, before making available and accessible the application and devices or SMS, once you the Client gives notice either orally or otherwise of your urgent need for the application, Bluetooth devices and/or SMS notification option.

1.3. The payment of the signup fees will comprise and constitute payment for the service for at least the next month, thereby initializing and establishing the prepaid template of the PAYCOLLECT service. An invoice will be sent to you the Client on the twenty fifth [25<sup>th</sup>] day of every month after your payment of the signup fees, or on the last business day before the twenty fifth [25<sup>th</sup>] day of the month.

1.4. You the Client will be provided with necessary access to the PAYCOLLECT mobile application at anytime and for every day of the week. For the avoidance of doubt, the service shall be available to you the Client twenty four [24] hours every day, seven [7] days every week.

1.5. Daily but limited logs will be kept and maintained, consisting of the back end workings, interactions and operations of the application with your banking system, without having access or keeping records or logs of any of your banking system activity via the mobile application or devices that have no direct bearing or relevance to the provision of the service.

1.5.1. Such logs may be made available to you the Client via online pass-worded access for your viewing upon written request. The content of the Logs may include but may not be limited to the following details:

- i. Bank name
- ii. Bank account name
- iii. The credit amount
- iv. Transaction time
- v. Bank's field agent details

1.5.2. The logs may be provided in a [.csv] file format and you the Client reserve the right to amend this format from time to time as the need may arise. Such amendments are to be communicated to us within reasonable time.

1.6. We will ensure that all challenges reported by you the Client, directly concerning your use of the mobile application and or mobile printer devices are resolved within twenty four [24] hours of receipt of such reports in writing. **PROVIDED** such a report is not communicated on a bank or public holiday or the challenge reported does not pertain to repairs of the printer devices necessitated by damages caused by you or your agent[s].

1.7. In the unlikely event that the service suffers a down time and fails to provide you the Client with the service as provided intended, the number of days the service remains down shall be carried forward to the next month, which daily value shall become deductible from your prepayment for the following month. **PROVIDED** the down time suffered was unscheduled, in which case you the Client would have been notified ahead of time.

1.8. We will provide you the Client with the benefits of a full service subscription package. **PROVIDED** you the Client subscribed for the full service package and not the basic service package.

1.9. Should you the Client choose to be disconnected by formal or informal request, or by your actions to that effect [which said actions may be deduced or construed as such, from your refusal to remit necessary payments as communicated], after a grace period of five [5] business days, whether deliberate or otherwise, [constituting a default thereby resulting in a breach of the Terms and Conditions of this service], if you then subsequently decide to be reconnected to the service as set forth under these service Terms and Conditions, a reconnection fee shall apply. For the avoidance of doubt, reconnection/resubscription after service disconnection will attract a reconnection fee and the reconnection fee applicable in such and any other situation shall be the sum of Twenty Thousand [~~₦~~20,000] Naira or Two Hundred [\$200] [US] Dollars, as at the time of the reconnection request..

## 2. TERMS AND TERMINATION

2.1. The initial term of this service shall commence on the date of sign up and shall continue for such a period until terminated as provided under these Terms and Conditions of service.

2.2. You may terminate this service, by giving at least one [1] month prior written notice of your intention to so terminate and you the Client shall thereafter become liable to offset any outstanding payments [if any], for use of either the mobile application and printer devices, mobile application and SMS for transaction notifications or both [being the mobile application with printer devices and SMS for transaction notifications] or any other accruing payment, within five [5] working days from the date on the letter of termination.

2.3. In line with Clause 1.9 above, you may be disconnected from this service should you fail to remit all necessary payments as and when due, with all your data on our server[s] expunged after three [3] months of non reconnection/re-subscription. For the avoidance of doubt, all your data regarding the service, on our server[s] will be wiped off following your failure to reconnect/re-subscribe to the service after a total of three [3] months after service disconnection.

2.4. You the Client may terminate this service should our mobile application and SMS messaging platform fail to perform as proposed to you the Client. **PROVIDED** that it can be ascertained we were solely responsible for the failure to deliver and not as a result of the following occurrences:

- i. Mobile network failure on the host mobile phone
- ii. Mobile data network unavailability on the host mobile phone
- iii. Subscriber issues, such as:

- Incorrect data entry by Bank Agent.
- Mobile phones being switched off.
- Lack of network coverage area.
- Service disconnection.
- Subscriber's SMS inbox being filled to its capacity.

2.5. The rights and duties on warranty and liability shall survive the termination of this service.

### **3. SERVER MAINTENANCE**

3.1. We reserve the right to maintain, repair or restart our server[s] involved with this service, at any point in time **PROVIDED** that you the Client is notified of any of the maintenance or restart plans forty eight [48] hours before such plan or exercise is implemented on the server, in a case where such a maintenance or restart exercise will adversely affect your use of the service.

3.2. Our failure to disclose such maintenance plans or exercise to you the Client and you suffer service downtime for more than forty eight [48] hours with our being unable to resolve such an issue within forty eight [48] hours, you the Client reserve the right to terminate your subscription immediately without prior notice to us.

### **4. WARRANTY AND LIABILITY**

4.1. Our PAYCOLLECT service will be performed in a professional manner consistent with industry standards reasonably applicable to such a service, and we will provide the service to you the Client in accordance with the Terms and Conditions herein. If you the Client considers that a breach of this warranty has occurred, you may notify us of the nature of the breach, we then will within forty eight [48] hours from the date of such notice be required to correct any affected aspect[s] of the service in order that they may comply with these Terms and Conditions.

4.2. We have the unrestricted right and have obtained all necessary consents and licenses to carry out this PAYCOLLECT service as envisaged under these Terms and Conditions and you the Client by signing up warrant that you have the right to accept the service and utilize same as you so desire in a lawful manner.

4.3. We warrant that no works of authorship as affects this service, written by it or its employee will infringe any third party copyrights, patents, or trade secrets. If a third party takes action against you the Client for any infringement of this nature, then we shall at our own expense, settle the claim or arrange to defend you the Client in such proceedings and, in such circumstances, we will pay all settlement costs, damages, and legal fees and expenses finally so awarded.

4.4. Only SMS transaction notifications bound for phone numbers on the GSM mobile networks in Nigeria and other countries and not the CDMA networks will be covered or serviced by our SMS platform. For the avoidance of doubt, please follow the link to see the list of countries covered <http://paycollect.cellcore.com.ng/coverage.php>.

4.5. The delivery of SMS messages to various phone numbers sent by you the Client on our platform is not our responsibility. HOWEVER we warrant that the SMS messages sent by you the Client on our platform will be delivered to the various GSM mobile networks for onward termination on the various destination numbers.

## **5. CANCELTION FOR CAUSE**

5.1. In addition to any other rights of termination specified under these Terms and Conditions, either of us may terminate this service upon giving one [1] month notice in writing to the other, in the event of:

- i. The other's failure to pay any amounts as and when due hereunder and not duly contested in good faith within seven [7] days after the receipt of the terminating party's written notice of default concerning same.
- ii. The other party's failure to cure a material breach within seven [7] days after receipt of the terminating party's written notice of default concerning same.

## **6. NOT A LEASE OR LICENSE**

6.1. These Terms and Conditions are not intended to and mat not be deemed to grant any property rights in or over our respective offices.

## **7. INDEPENDENT CONTRACTOR RELATIONSHIP**

7.1. It is acknowledged and agreed that our relationship with you the Client is at all times an independent contractor relationship. You the Client shall have no authority over our internal business affairs and decisions. We shall have no authority to act on behalf of, or legally bind you the Client and neither of us may hold ourselves out as having any such authority. These Terms and Conditions may not be construed as creating a partnership or joint venture.

## **8. CONFIDENTIALITY**

8.1. All documents exchanged between us may be treated as "confidential information" and may not be divulged for any reason whatsoever, without the prior written authorization of the other concerned except so required by law.

8.2. We both undertake and agree:

- i. To treat all material information whether transmitted orally, electronically, in writing or by whatever means relating to the service under these Terms and Conditions as strictly confidential and to take all reasonable and practicable steps to ensure and protect the confidentiality of such material information, and not to disclose or divulge the existence or content of such material information [whether in full or in part or in extract or summary form] to any other person or legal entity.
- ii. That the furnishing of Confidential Information under these service, may not constitute or be construed as a grant of any express or implied license or other right, or a covenant not to sue or forbearance from any other right of action [except as so permitted under these Terms and Conditions of this service].

- iii. Not to disclose or use information acquired from the other party, in whole or in part, for any purposes other than those expressly permitted under the Terms and Conditions of this service. Without affecting the generality of the foregoing, we both agree that we will not disclose any such information to any third party, or use same for our own benefit or for the benefit of any third party.
- iv. All Confidential Information furnished under this service shall be used by the both of us solely for the furtherance of Terms and Conditions of this service and neither of us may make any other use, in whole or in part, of such confidential information. It is agreed that Confidential Information received under this service;
  - a. Be treated by both of us in the same way as we treat Confidential Information generated solely by us;
  - b. Be disclosed only to our respective employees or to other persons within our respective control who have required need to know.
- v. We both accept to bear full liability for and will indemnify and keep the other fully indemnified against all and any loss whatsoever and howsoever arising from any disclosure or unauthorized use of the Confidential Information by either of us or our employees, advisers, agents or representatives or any associated company.
- vi. We both agree not to exploit any material information supplied by the other; we undertake not to use any material information or make copies or extracts or summaries thereof for any purpose, except the preparation and submission of tenders and supporting documents in connection with any company proposed contract, and any necessary correspondence, discussions or negotiations with you during the term of the service.

## 9. GENERAL

9.1. These Terms and Conditions set forth the entire understanding between you the Client and us with regard to the subject matter hereof and supersedes any prior discussions or representations between the both of us with respect thereto.

9.2. Neither of us may use the name, trademark, service mark, or logo of the other in advertising, news, releases or in any other manner without the written consent of the other party. **HOWEVER**, it is agreed that either of us may use the other's name **ALONE** for confirmable reference purposes by a third party, in third party contract bids and proposal documents pursued or entered into by either of us.

9.3. All rights under these Terms and Conditions are non transferable without written consent by either of us which may not be unreasonably withheld.

9.4. The relevant rights and obligations of the either of us shall survive the termination of this service.

9.5. Neither of us will be liable for any failure or delay in our performance of these Terms and Conditions due to reasons beyond the reasonable control of either of us, including acts of war, acts of God, earthquakes, floods, riots, embargos, sabotage, or governmental acts, **PROVIDED** the one delaying or failing to perform gives the other prompt notice of the reasons of such cause.

9.6. All notices, requests, demands, or communications required or permitted under these Terms and Conditions concerning this service shall be in writing, delivered personally or by telex, telegram mail, courier, e-mail, certified, registered or express mail at the respective addresses, ours being as is viewable via the contact us link and your being the ones provided during sign up or at such other addresses as shall be given in writing by either of us to the other. All Notices, requests, demands or communications shall be deemed effective upon personal delivery or on the calendar day following the date of the telex, telegram, or e-mail, or when received if sent by registered certified or express mail.

9.7. We reserve the right to amend or withdraw completely any clause in this Terms and Conditions document.

## **10. GOVERNING LAW**

10.1 These Terms and Conditions and all questions/disputes and differences arising there from shall be governed by the Laws of the Federal Republic of Nigeria being exclusively applicable to determine any issue arising from them.

## **11. DISPUTE RESOLUTION**

11.1. The Terms and Conditions of this service shall be governed by, and construed and enforced in accordance with the laws of the Federal Republic of Nigeria.

11.2. Where a dispute arises in the cause of performance of this service, the aggrieved between us shall give written notice to the other of the grievance[s] and the reason[s] for the grievance[s]. We Both shall use our best efforts to settle such grievance[s].

11.3. Any grievance[s] which cannot be settled amicably within fifteen [15] business days from the date of notification by the aggrieved shall be referred to arbitration, with each us appointing our own arbitrator, constituting a panel to be chaired by another senior arbitrator collectively agreed on and appointed by our arbitrators.

11.4. The arbitration shall take place in Ibadan, Oyo State, Nigeria and shall be conducted in English language, in accordance with the Arbitration and Conciliation Act Cap. A18 Laws of the Federal Republic of Nigeria 2004.

11.5. The award of the arbitrator shall be final and binding on either of us. Each of us shall pay the respective costs of our own arbitrator and we both shall equally share the cost of the senior arbitrator.