

**BILLSNPAY
END USER LICENCE AGREEMENT**

Please read carefully the terms and conditions of this End User License Agreement (EULA) before downloading, installing or using the BillsnPay website/app provided by CWG PLC("CWG"). By signing up on the BillsnPay website/app you are agreeing to be bound by the following terms and conditions

This **EULA** is a legal agreement between you and CWG and governs your use of the BillsnPay Website/App on your device. The content of the EULA is binding and is not subject to any varying terms or conditions, unless as provided by CWG PLC ("CWG") subsequently upon due notice to the End User.

Definitions

"App" The BillsnPay application on the Google Play Store or Apple App Store

"Biller"/"Vendor" The owner of the service/product integrated with the BillsnPay website/app for the purpose of receiving payment

"Data" Any files, messages or other information irrespective of form, stored on the BillsnPay website/app directly or indirectly by, for and on behalf of the Vendor under the Services for which the Vendor assumes full responsibility whether for its legality, proprietorship or otherwise.

"Device" A computer or Mobile device

"Transaction" Transactions effected and Services obtained by End User by means of the Bills and Pay website/app

"Transaction fee" The amount charged by CWG per transaction done on the BillsnPay website/app

"End User/User" Users of the BillsnPay website/app for the purpose of payment of the vendor's services.

"Website" The BillsnPay Website

1. OVERVIEW

The BillsnPay Website/App allows you to make payments for bills to a vendor on the go. Such payment shall include but is not limited to airtime and data bundles, utility bills, cable TV bills, tax and government levies, investments and insurance, donations, events, transport and toll payments, airline and hotel payments, internet services, schools, betting and lottery etc.

2. GRANT OF LICENSE

Subject to Your compliance with this EULA, CWG grants you a revocable, limited, non-exclusive and non-transferable right and license to access and use the BillsnPay website/app on your device owned or controlled by you.

3. RESTRICTIONS ON USE

Except as expressly set out in this EULA or as permitted by law, you agree:

- a) not to copy the website/app except where such copying is incidental to normal use of the website/app or where it is necessary for the purpose of back-up or operational security;
- b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the website/app
- c) not to make alterations to, or modifications of, the whole or any part of the website/app, or permit the website/app or any part of it to be combined with, or become incorporated in, any other programs;
- d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the website/app or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the website/app with another software program, and provided that the information obtained by you during such activities is used only for the purpose of achieving inter-operability of the website/app with another software program;
- e) the licence shall not unnecessarily disclosed or communicated without our prior written consent to any third party; and
- f) the licence shall not be used to create any software that is substantially similar to the website/app
- g) to include our copyright notice on all entire and partial copies you make of the website/app on any medium;
- h) not to provide or otherwise make available the website/app in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- i) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the website/app

4. ACCEPTABLE USE RESTRICTIONS

You must:

- a) not use the website/app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously e.g by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- b) not infringe our intellectual property rights or those of any third party in relation to your use of the website/app (to the extent that such use is not licensed by this EULA);
- c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the website/app

- d) not use the website/app in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- e) not collect or harvest any information or data from the website/app or our systems or attempt to decipher any transmissions to or from the servers running of the website/app

5. TRANSACTION FEE

There shall be a transaction fee for every successful transaction performed by you on the website/app.

6. TERM AND TERMINATION.

This EULA is effective upon your acceptance it terms and conditions and upon your downloading, installing, accessing, and using the website/app even if you have not expressly accepted this Agreement. This EULA shall continue in effect until expiration or termination as provided herein (the "Term"). Without prejudice to any other rights, this EULA will terminate automatically without notice to you if you breach or fail to comply with any of the limitations or other requirements described herein, including the payment of any applicable fees (including but not limited to the transaction fee) and you agree that in any such case CWG may, in addition to any other remedies it may have at law or in equity, remotely disable the website/app. Upon any termination or expiration of the Agreement for any reason, you agree to uninstall the app/ deactivate your BillsnPay account and all copies thereof, and all license keys that you have obtained.

7. LIMITATION OF LIABILITY

CWG does not assume any liability for purchases, payments, transactions, or other commerce activity made using the BillsnPay website/app and you agree to look solely to agreements you may have with your card issuer, payment network, financial institutions, or merchant to resolve any questions or disputes relating to associated commerce activity.

Under no circumstance shall CWG be liable for any indirect, incidental, consequential, special or exemplary damages arising out of in connection with your access or use of or inability to access or use the application and any third party content and services, whether or not the damages were foreseeable and whether or not CWG has advised of the possibility of such damages. Without limiting the generality of the forgoing, CWG's aggregate liability to you (whether under contract, tort, statute or otherwise) shall not exceed the sum of the transaction

8. WARRANTY DISCLAIMER

You expressly acknowledge and agree that use of the website/app and any documents and services provided is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the website/app and documents and services are provided "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the App, Documents and Services, either express, implied or statutory, including, but not limited to, any implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. We do not warrant against interference with your enjoyment of the App or documents, that the functions contained in the App or Services will meet your requirements, that the operation of the App or Services will be uninterrupted or error-free, or that defects in the App or Services will be corrected. No oral or written information or advice given by us or our authorised representative shall create a warranty. Should the App or Services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

9. PRIVACY

BillsnPay hereto undertakes to keep confidential all information of the User on the website/app that it shall have obtained or received as a result of the acceptance of this Terms and Conditions save that which is [a] trivial or obvious or [b] already in its possession other than as a result of a breach of this clause; or [c] in the public domain other than as a result of a breach of this clause. BillsnPay requires some information from your Device in order to offer the full experience. Additionally, when you make payments, additional information about your card details shall not be retained for fraud prevention and regulatory purposes. By using these features, you agree and consent to BillsnPay's functionality.

10. PAYMENT REVERSALS

There may be instances where payments made through your BillsnPay account may be reversed at a later time, for example, if such a payment is subject to a Chargeback, Reversal, and Claim or otherwise invalidated. This may mean that the Vendor did not receive the payment and the fees may be returned/reversed to the User through the licensed gateway. Payment reversals will be made within 5 days after notification by the user. Notwithstanding any other term of this Agreement, BillsnPay will not be held liable for the non-execution or defective execution of a payment transaction (whether initiated by yourself or another BillsnPay customer) if you have failed to notify BillsnPay of such an incorrectly executed payment transaction without undue delay, or in any event no later than within 7 days after the debit date, on becoming aware of such incorrectly executed payment transaction

11. ERRORS AND UNAUTHORISED TRANSACTIONS

Identifying Errors and/or Unauthorised Transactions. You can inspect your transaction history at any time by logging in to your Account on the BillsnPay website/app and clicking the "History" tab. It is very important that you immediately notify BillsnPay if you have reason to believe any of the following activities have occurred:

- (i) there has been an unauthorised transaction sent from your Account;
- (ii) there has been unauthorised access to your Account;
- (iii) your password or PIN has been compromised;
- (iv) any device you have used to access the Services has been lost, stolen or deactivated, or
- (v) You must also immediately notify us if you have reason to believe that any other error has occurred on your Account.

In order for you to notify BillsnPay immediately of any of the above events, we strongly recommend that you monitor your Account closely on a regular basis. We will not seek to hold you liable for any unauthorised use of your Account by any person provided that we are satisfied that you have not acted deliberately so as to enable any third person to gain access to your BillsnPay and/or password/PIN or to your device while you are logged into the Services. We will hold you liable for unauthorised use of your Account if we have evidence that suggests: you acted deliberately so as to enable any third person to gain access to your BillsnPay and/or password/PIN; you acted fraudulently; or you have with intent or gross negligence failed to comply with your obligations to use your Payment Instrument in the manner set out in this Agreement.

12. ASSIGNMENT

You may not transfer or assign any rights or obligations you have under this Agreement without CWG's prior written consent. You are not permitted to transfer your Account to a third party. CWG reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time without your consent.

13. LANGUAGES

This Agreement is concluded in English only. We will communicate with you in English only.

14. NOTICES TO YOU

You agree that BillsnPay may provide notice or other information to you by posting it on the BillsnPay website/app (including the posting of information which is only accessed by you by logging into your Account), emailing it to the email address listed in your Account, mailing it to the street address listed in your Account, calling you by phone, or sending you a "text" / SMS message. You must have internet access and an e-mail account to receive communications and information relating to the Services. With the exception of

amendments to this Agreement, such notice shall be considered to be received by you within 24 hours of the time it is posted to the BillsnPay website/app or emailed to you. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a copy of any legally required disclosures (including this Agreement) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail) and you may terminate your consent to receive required disclosures through electronic communications by contacting BillsnPay . BillsnPay reserves the right to close your Account if you withdraw your consent to receive electronic communications

15. AMENDMENTS TO THIS AGREEMENT

We may at any time amend, delete or add to this Agreement, including the Fees and other amounts which apply to your Account (a "Change") by giving notice of such Change by posting a revised version of this Agreement on the BillsnPay website/app. A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 1 week notice of any Change with the Change taking effect once the 1 week notice period has passed.

16. GOVERNING LAW

This EULA, its subject matter and its formation, are governed by Nigerian law.

17. DISPUTE RESOLUTION

In the event of any allegation of breach or question of interpretation relating to the Agreement or any other dispute in respect thereof the parties shall meet and negotiate in good faith to settle the matter amicably. If the parties are unable to settle the matter by Negotiation, within 30 (thirty) days of the declaration of such dispute, then, upon notice by either party to the other, the disputes, claims, questions or differences shall be referred to confidential mediation. Failing the ability of the parties to resolve the dispute through mediation, the dispute shall be submitted to arbitration. The arbitration proceeding shall be conducted in Lagos, Nigeria in English language and shall be governed by the Arbitration and Conciliation Act, Cap A18 Laws of the Federation of Nigeria, 2004 or any replacement thereof. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed mutually by the parties or failing which, by the Chairman, Chartered Institute of Arbitrators, UK (Nigeria Branch). The Arbitral Tribunal shall resolve the question submitted, award the relief to which each party may be entitled and allocate the costs of arbitration. The arbitration award issued by the Arbitral Tribunal shall be final and binding