

Terms & conditions

1. COLLECTION OF PERSONAL INFORMATION

1.1. The Second Contracting Party acknowledges and consents that, the First Contracting Party will collect information through its system and/or website, using different methods described as follows:

1.1.1. Directly Provided Personal Information. When the Second Contracting Party uses the software and/or systems of the First Contracting Party, and/or by corresponding with the First Contracting Party by phone, email or otherwise.

1.1.2. Automated Technologies or Interactions. As the Second Contracting Party interacts with the software and/or system provided by the First Contracting Party, the First Contracting Party may automatically collect Technical Data and User Behaviour / Engagement Data about the equipment, browsing actions and patterns of the Second Contracting Party.

1.1.3. Third Parties or Publicly Available Sources. The First Contracting Party may receive personal data about the Second Contracting Party from various third parties and public sources set as bellow:

a. Technical Data by using tracking and analytics tools, such as pixel tags, action tags, web beacons and JavaScript amongst others to collect and analyse information on behaviour and engagement with the First Contracting Party's systems and/or software.

b. Identify and Contact Data from publicly available sources such as the Registrar of Companies.

1.2. The personal information collected may be used for the following purposes:

1.2.1. Provide the First Contracting Party's Services - as well as to administer systems and accounts;

1.2.2. Customised Content – to provide customised content and layout of the First Contracting Party's systems and services;

1.2.3. Analysis Purposes – for assessment and analysis of the market, customers, systems and other services, to create sales, marketing and promotional plans and programs;

1.2.4. Service Improvement – to enhance the First Contracting Party's systems and the user experience and to develop new services;

1.2.5. Customer Support Services – to provide customer support services, product training and education to users;

1.2.6. Business Purposes – for business monitoring and internal record keeping;

1.2.7. Legal Obligations – to comply with the First Contracting Party’s legal obligations;

1.2.8. Crime Prevention – for the prevention or detection of fraud or crime;

1.2.9. Training – for staff training and quality assurance purposes, particularly in relation to the customer support representatives of the First Contracting Party; and

1.2.10. Updates – for the parties to communicate, including communicate about account, profiles or transactions between the contracting parties, and exchange of important information about systems or other services, notification about any material changes and where permitted by the parties and applicable laws, marketing, informing of offers and promotions of the First Contracting Party’s services.

2. SECURITY OF INFORMATION

2.1. The First Contracting Party will collect, store and process personal information and/or data in accordance with the rights of the Second Contracting Party under any applicable data protection laws.

2.2. The First Contracting Party has put in place appropriate physical and technical measures to safeguard the personal information collected in connection with the offered services.

2.3. The access to the Second Contracting Party’s personal information will be limited to the employees, agents, contractors and other third parties who have a business need to know and they will only process the Second Contracting Party’s personal information on the instructions of the First Contracting Party and they will be subject to a duty of confidentiality.

2.4. All personal information and/or data will be retained for as long as necessary for the fulfilment of the purposes for which the personal information and/or data has been collected, unless a longer retention period is required by law. When the personal information and/or data is no longer required for the purpose it was collected or as required by the applicable law, it will be deleted and/or returned to the Second Contracting Party in accordance with the applicable law.

2.5. The Second Contracting Party owes the following rights in relation to its personal information and/or data:

2.5.1. Subject Access – right to request details of personal information and/or data held about the Second Contracting Party and copies of such personal information and/or data

2.5.2. Right to Withdraw Consent – where consented to the processing of the personal information and/or data, the Second Contracting Party has the right to withdraw such consent at any time with a written notice.

2.5.3. Data Portability – In certain instances the Second Contracting Party may request the First Contracting Party to port (i.e. transmit) its personal information and/or data directly to another organisation and/or business.

2.5.4. Object to processing – the Second Contracting Party has the right to object to specific types of processing of its personal information and/or data.

2.6. The Second Contracting Party acknowledges that although the First Contracting Party has taken all the appropriate steps and measures to protect all personal information and data of the Second Contracting Party, no website, product, device, online application, transmission data, software or hardware, computer system or wireless connection is completely secured and therefore, the First Contracting Party cannot guarantee the security of the Second Contracting Party's personal information and data and thus, the First Contracting Party will not bear responsibility and/or shall not be held liable by any way.

3. THIRD-PARTY LINKS ON THE FIRST CONTRACTING PARTY'S SERVICES

3.1. The First Contracting Party's services may contain links to other third-party websites that are not operated by the First Contracting Party. Furthermore, the websites of the First Contracting Party may contain applications that the Second Contracting Party can download from third parties. These sites and/or applications are not under the First Contracting Party's control and thus, the First Contracting Party is not responsible for the privacy practices and/or the content of any linked website and/or application.

4. COOKIES

4.1. The First Contracting Party's site may place and access certain cookies on the Second Contracting Party's computer or device. The cookies are used in order to facilitate and improve the Second Contracting Party's experience of the First Contracting Party's Site and to provide and improve the First Contracting Party's products and/or services.

4.2. The Second Contracting Party acknowledges that by using the First Contracting Party's site, certain third-party cookies may be used on the Second Contracting Party's computer and/or device. Third party Cookies are those placed by websites, services, and/or parties other than the First Contracting Party.

4.3. All Cookies used by and on the First Contracting Party's Site are used in accordance with current Cookie Law.

4.4. The Second Contracting Party acknowledges that certain features of the First Contracting Party's site depend on cookies to function. Cookie Law deems these cookies to be "strictly necessary".

4.5. The Second Contracting Party has the right choose to enable and/or disable cookies in its internet browser and/or computer and/or device.

5. PROPRIETARY RIGHTS

Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software, Documentation and Specifications are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

6. CONFIDENTIALITY

6.1. Confidential Information "Confidential Information", shall mean the Software, Documentation, Specifications, and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information.

6.2. Unauthorized Disclosure. Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

7. WARRANTY

7.1. Licensor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event will Licensor be liable to Licensee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Licensee's use of or inability to use the Software. In no event, will Licensor's liability exceed the amount of the lease payments charged.

7.2. THE PARTIES AGREE THAT THE SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK OF THE SOFTWARE'S QUALITY AND PERFORMANCE IS WITH LICENSEE.

8. LIMITATION OF USE

8.1. Licensee shall keep the Software at its place of business as specified above. Licensee covenants and agrees not to allow the use of the Software by other business's, entities or

individuals and that said Software shall be used only on the work stations authorized by this agreement. Licensee further covenants and agrees not to copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the Software, or any part thereof.

8.2. The Licensee is obliged not to use the software for any other purposes other than the purposes appointed within paragraph 2.4. The Licensee recognises and agrees that the reproduction and/or the use of the software as described within this paragraph without any authorisation, is considered as a breach of the clauses and/or conditions of this contract.

8.3. It is restricted to use the software in any shared network and/or will not be moved and/or transferred in any other computer and/or in any other network area

8.4. The Licensee is restricted from converting and/or creating and/or copying the software and/or any part of it.

8.5. The Licensee is restricted from exposing and/or provide directly and/or indirectly the software and/or part of it to any third party.

8.6. For each violation of the covenants set forth in the Sections covering the LIMITATION OF USE and clause 2.2, the Licensee shall pay to the Licensor an amount of _____ - as liquidated damages plus such additional damages as may be incurred by the Licensor. The payment of this sum shall not operate as a waiver of the above obligation. The Licensor shall, in addition to all other damages, be entitled to obtain a court's order for specify performance, as well as adequate injunctive relief or any other adequate judicial measure, to immediately stop such breach.

9. INDEMNITY.

Licensee shall indemnify and hold Licensor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorneys' fees, related to the use of the Software.

10. TITLE.

All of the Software shall remain personal property and the title thereto shall remain with the Licensor at all times. Licensee shall keep the Software free from any and all judgments, liens and encumbrances. Licensee shall give Licensor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Licensor harmless of and from any loss or damage caused thereby.

11. RIGHT OF INSPECTION.

Licensor, its agents and representatives shall have the right at any time during usual business hours to inspect the Software and for that purpose to have access to the location of the Software.

12. ASSIGNMENTS.

Neither Licensee nor Licensor shall assign any rights or obligations herein with regard to this agreement without the written consent of the other party.

13. RISK OF LOSS.

Licensee hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Software from any cause whatsoever and no loss, theft, damage or destruction of the Software shall relieve Licensee of any obligations under this agreement and this agreement shall remain in full force and effect. Licensee shall promptly notify Licensor in writing of any such loss, theft, damage or destruction of the Software.

14. APPLICABLE LAW AND DISPUTE SOLUTION

14.1. This contract is governed by the laws of the Republic of Nigeria, with respect to its performance, conclusion, interpretation, application and/or extension of its effects, without any exceptions.

14.2. Any dispute arising from or in connection with this contract, including with respect to its conclusion, performance or termination, is to be settled in competent courts of Nigeria.

14.3. The PARTIES agree that, if any provision hereof prove to be contrary to any legal provision, this will not lead to the termination of the contract. The PARTIES shall take all the necessary steps to replace the clause considered or declared to be unlawful by another clause, matching, to the extent that it is possible and legal, the purpose and meaning of the unlawful clause.

15. SEVERABILITY.

If any provision hereof or any remedy herein provided for is invalid under any applicable law, such provision shall be inapplicable and deemed omitted. However, the remaining portions herein, including remaining default remedies, shall be given full force and effect in accordance with the intent of this document.