

ALLIANCEPAY LIMITED

PORTAL TERMS AND CONDITIONS

INTRODUCTION:

AlliancePay is a licensed Payment Facilitator that focuses on providing Web payment solutions in the most efficient manner to businesses across the globe.

Privacy Policy

This Privacy Policy describes your privacy rights regarding AlliancePay's ("we", "us" or "our") collection, use, storage, sharing and protection of your personal information. It applies to our portal and all related sites, applications, services and tools regardless of how you access or use them. This Privacy Policy will help you understand how we use your information and what we do with it. We respect the privacy of our online visitors and registered users ("Users") as such we will take reasonable steps to protect your information.

Updates, Modifications & Amendments

We may need to update, modify or amend our privacy policy as our technology evolves. We reserve the right to make changes to this privacy policy at any time by giving notice to Users on this page. We advise that you check this page often referring to the date of the last modification on the page. If a User objects to any of the changes to the Policy, the User must cease using this Site, or terminate account in the event that an account has been created

Age Restriction

Our Portal and services are not directed to children under 18. We do not knowingly collect information from children under 18. If as a parent or guardian, you become aware that your child or ward has provided us with any information without your consent, please contact us through details on this Privacy Policy.

The Information We Collect

Personal Information

As a merchant, to gain full access to our Portal and services, you must create an account on AlliancePay. When the account is created, you will have to provide Personal Information. Personal Information refers to those information you submit when you sign up or any information that can be used to identify or contact you, (e.g. email address, password, name, telephone number and business name). It may also include anonymous information that is linked to you specifically, (e.g. IP Address).

We use your Personal Information to:

1. Fulfil regulatory KYC requirements
2. provide you with the required services.
3. respond to your questions or requests
4. improve AlliancePay's operations
5. address inappropriate use of our Portal
6. prevent, detect and manage risk against fraud and illegal activities
7. target advertisements, newsletter and service updates
8. verify the information that you provide with third parties

9. update our database, improve content and Portal layout
10. resolve disputes that may arise

We may retrieve additional Personal Information about you from third parties and other identification/verification services such as your financial Institution, payment processor and verification services. With your consent, we may also collect additional Personal Information in other ways including emails, surveys, and other forms of communication. Once you begin using our services through your AlliancePay account we will keep records of your transactions and collect information of your other activities related to our services. We would not share or disclose your Personal Information with a third party without your consent.

Information that we collect from Portal visitors

We do not collect your Personal Information when you visit the Portal. However, so we can monitor and improve our Portal and services we may collect non-personally-identifiable information. We will not share or disclose this information with third parties except as a necessary part of providing our Portal and services. We may use the information to target advertisements to you.

Information that we collect from test users

When you test our services using the AlliancePay "Sandbox" environment, we collect both non personally identifiable information and personally identifiable information. The Information we collect include your IP address, information about your computer or device, and other standard web log information to monitor the test transactions. We also collect and store your email address and card information you provide to conduct the test transactions. In compliance with the Payment Card Industry Data Security Standard (PCI DSS Requirements"), we implement access control measures, security protocols and standards including the use of encryption and firewall technologies to ensure your card information is safe and secure in our servers, additionally, we implement periodical security updates to ensure that our security infrastructures are in compliance with reasonable industry standards. We will not share and disclose your card information.

Information that we collect from checkout users

When you checkout with AlliancePay on a merchant's Portal, we collect your card information and may store it as determined by the user or the merchant. Please note that we will never store your card PIN or other sensitive information in line with the PCI DSS standards. We may also collect your email address, your mobile phone number, and billing and shipping address. To ensure your card information is kept safe and secure on our servers, we implement access control measures (physical and virtual), security protocols, policies and standards including the use of encryption and firewall technologies in compliance with the PCI DSS Requirements and we implement periodical security updates to ensure that our security infrastructures are in compliance with reasonable industry standards. We may share your contact information with merchants as part of your purchase details for record purposes. We will not share this information with other third parties except as a necessary part of providing our Portal and services. We do not share your card information with merchants. Please review your merchant's privacy policy to understand the privacy policies guiding the merchant you transact with.

Cookies

We use cookies to identify you as a User and make your user experience easier, customize our services, content and advertising; help you ensure that your account security is not compromised, mitigate risk and prevent fraud; and to promote trust and safety on our Portal. Cookies allow our servers to remember your account log-in information when you visit our Portal, IP addresses, date and time of visits, monitor web traffic and prevent fraudulent activities. If your browser or browser add-on permits, you have the choice to disable cookies on our Portal, however this may limit your ability to use our Portal and/or affect the overall experience.

How we protect your Information

AlliancePay is committed to managing your Personal Information in line with global industry best practices. We protect your Personal Information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. We also use industry-standard Transport Layer Security (TLS) encryption technology to safeguard your Personal Information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to our building and files and only granting access to Personal Information to only employees who require it to fulfil their job responsibilities.

TERMS OF USE

By using this Portal, any of our Portals and/or services, you agree to these Terms of Use. The Portal Privacy Policy, Acceptable Use Policy and Merchant Terms of Service (where applicable) are incorporated by reference into these Terms of Use.

About Us

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Privacy Policy

AlliancePay is committed to managing your Personal Information in line with global industry best Practices. You can read our Privacy Policy to understand how we use your information and the steps we take to protect your information

Disputes & Reversal

If you believe that an unauthorized or otherwise problematic transaction has taken place, you agree to notify us immediately, to enable us take action to help prevent financial loss. All claims against us related to payments should be made within 48 (forty-eight) hours after the date of such payment. It will be taken that you waive all claims against us, to the fullest extent of the law after the said period of time. If you enter into a transaction with a third party and have a dispute over the goods or services they purchase, we have no liability for such goods or services. Our only involvement with regard to such transaction is as a payment facilitator. In the event of any erroneous payment we may attempt to secure the funds from your bank and reverse the funds into your account less a reversal fee but have no obligation to do so. Your transaction ID and/or transaction details will be required to resolve all disputes.

Acceptable Use Policy

You are independently responsible for complying with all applicable laws related to your use of our Portal and services. However, by accessing or using AlliancePay, you agree to comply with the terms and conditions of our Acceptable Use Policy which you can read on our Acceptable Use Policy page.

Disclaimers

WE TRY TO KEEP ALLIANCEPAY AVAILABLE AT ALL TIMES, BUG-FREE AND SAFE, HOWEVER, YOU USE IT AT YOUR OWN RISK. OUR PORTAL AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS, IMPLIED AND/OR STATUTORY WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS).WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALLIANCEPAY MAKES NO WARRANTY THAT OUR PORTAL AND SERVICES WILL MEET YOUR REQUIREMENTS OR THAT OUR PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH ALLIANCEPAY PORTAL OR FROM ITS PARENTS, SUBSIDIARIES, OR OTHER AFFILIATED COMPANIES, OR ITS OR THEIR SUPPLIERS (OR THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) (COLLECTIVELY, "ALLIANCEPAY PARTIES") SHALL CREATE ANY WARRANTY.

Limitation of Liability

YOU AGREE TO THE LIMITATION LIABILITY CLAUSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: ALLIANCEPAY WILL IN NO WAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR ANY DAMAGES INCLUDING DAMAGES RESULTING FROM REVENUE LOSS, PROFIT LOSS, USE, DATA, GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER INTANGIBLE LOSSES (WHETHER ALLIANCEPAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT) (INCLUDING, WITHOUT LIMITATION TO INABILITY TO USE, OR ARISING FROM THE RESULT OF USE OF ALLIANCEPAY'S PORTAL OR SERVICES) WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, TORT, CONTRACT, STATUTE OR ANY OTHER LEGAL PRINCIPLE.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that any AlliancePay Party may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the AlliancePay's Party's liability shall be the minimum permitted under such applicable law.

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Applicable Law

These Terms of Use shall be interpreted and governed by the laws currently in force in the Federal Republic of Nigeria.

Dispute Resolution

We shall make an effort to settle all disputes amicably. However, any dispute arising out of this Terms of Use, which cannot be settled, by mutual agreement/negotiation within 1 (one) month shall be referred to arbitration by a single arbitrator at the Lagos Multi-Door Courthouse ("LMDC") and shall be governed by the Arbitration and Mediation Act, 2023. The arbitrator shall be appointed by the LMDC. The findings of the arbitrator and subsequent award shall be binding on both of us. Each of us shall bear our respective costs in connection with the Arbitration. Venue for the arbitration shall be Lagos, Nigeria.

Severability

If any portion of these Terms of Use is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms of Use and shall not affect the validity or enforceability of any other part in this Terms of Use.

TERMS OF SERVICE

By signing up for an account on this Portal, any of our Portals and/or services, you are deemed a merchant and agree to these Merchant Terms of Service (the "Agreement").

PLEASE READ THESE MERCHANT TERMS OF SERVICE CAREFULLY BEFORE SIGNING UP AS A MERCHANT. If you do not agree to any or all of these Terms of Service, DO NOT USE THIS SITE!

ABOUT US

AlliancePay is a licensed Payment Facilitator that focuses on providing Web payment solutions in the most efficient manner to businesses across the globe.

AGREEMENT

These Merchant Terms of Service is an agreement between you and AlliancePay. It details AlliancePay's obligations to you. It also highlights certain risks on using the services and you must consider such risks carefully as you will be bound by the provision of this Agreement through your use of this Portal or any of our services.

Registration

To use the AlliancePay's portal, you have to create an AlliancePay account by registering. To register, you will provide us with certain information such as your email, first name, last name, business name and phone number and we may seek to verify your information, (by ourselves or through third parties), after which we will approve your account unless deemed risky. By creating an account on our portal, you are deemed to have given us permission to do all these and no further consent shall be sought.

Change of Information

In the event that you change any information provided to us at registration including your business name, address, financial institution, mode of payments or the products and services that you offer, or where a corporate restructuring occurs you agree to notify us within 14 days of such change. We may be unable to respond to you if you contact us from an address, telephone number or email account that is not registered with us.

Representation and Warranties

You represent and warrant to AlliancePay that:

1. you have full power and authority to enter into, execute, deliver and perform this Agreement;
2. you are duly organized, authorized and in good standing under the laws of the Federal Republic of Nigeria or any state, region or country of your organization and are duly authorized to do business in all other states, regions or countries in which your business operates.

Account Security

You agree not to allow anyone else to have or use your password details and to comply with all reasonable instructions we may issue regarding account access and security. In the event you share your password details, AlliancePay will not be liable to you for losses or damages. You will also take all reasonable steps to protect the security of the personal electronic device through which you access AlliancePay's services (including, without limitation, using PIN and/or password protected personally configured device functionality to access AlliancePay's services and not sharing your device with other people).

Data Compliance.

You agree to comply with all data privacy and security requirements of the Payment Card Industry Data Security Standard (PCI DSS Requirements") and under any applicable law or regulation that may be in force, enacted or adopted regarding confidentiality, your access, use, storage and disclosure of user information. Information on the PCI DSS can be found on the PCI Council's Portal. It is your responsibility to comply with these standards. We are responsible for the security and protection of Card Holder Data ("CHD") we collect and store. Accordingly, we implement access control measures, security protocols and standards including the use of encryption and firewall technologies to ensure that CHD is kept safe and secure on our servers, in compliance with the PCI DSS Requirement. We also implement periodical security updates to ensure that our security infrastructures are in compliance with reasonable industry standards. We acknowledge that you own all your customers' data. You hereby grant AlliancePay a perpetual, irrevocable, sub-licensable, assignable, worldwide, royalty-free license to use, reproduce, electronically distribute, and display your customers' data for the following purposes:

1. providing and improving our services;
2. internal usage, including but not limited to, data analytics and metrics so long as individual customer data has been anonymized and aggregated with other customer data;
3. complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of information in accordance with local laws; and
4. any other purpose for which consent has been provided by your customer

Software License

We hereby grant you a revocable, non-exclusive, non-transferable license to use AlliancePay's APIs, developer's toolkit, and other software applications (the "Software") in accordance with the documentation accompanying the Software. This license grant includes all updates, upgrades, new versions and replacement software for your use in connection with the AlliancePay's services. If you do not comply with the documentation and any other requirements provided by AlliancePay, then you will be liable for all resulting damages suffered by you, AlliancePay and third parties. Unless otherwise provided by applicable law, you agree not to alter, reproduce, adapt, distribute, display, publish, reverse, engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Software. Upon expiration or termination of this Agreement, you will immediately cease all use of any Software.

Trademark License

We hereby grant you a revocable, non-exclusive, non-transferable license to use AlliancePay's trademarks used to identify our services (the "Trademarks") solely in conjunction with the use of our services. You agree that you will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to AlliancePay (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, you will immediately cease all display, advertising and use of all of the Trademarks.

Intellectual Property

We do not grant any right or license to any AlliancePay's intellectual property rights by implication, estoppel or otherwise other than those expressly mentioned in this Agreement. Each party shall retain all intellectual property rights including all ownership rights, title, and interest in and to its own products and services, subject only to the rights and licenses specifically granted herein.

Publicity

You hereby grant AlliancePay permissions to use your name and logo in our marketing materials including, but not limited to use on our Portal, in customer listings, in interviews and in press releases. Such publicity does not imply an endorsement for your products and services.

Confidential Information

The parties acknowledge that in the performance of their duties under this Agreement, either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning each party's services, know how, technology, techniques, or business or marketing plans (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties under this Agreement or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

Know Your Customer

You agree that, you are solely responsible for verifying the identities of your customers, ensuring that they are authorized to carry out the transactions on your platform, and determining their eligibility to purchase your products and services. You are also required to obtain information and proof of service or product delivery to your customer. Where a dispute occurs needing resolution, you may be required to provide AlliancePay with these.

Card Network Rules

Each card network has its own rules, regulations and guidelines. You are required to comply with all applicable Network Rules that are applicable to merchants. You can review portions of the Network Rules at Mastercard, Visa, Verve and other payment cards. The Card Networks reserve the right to amend the Network Rules.

Customer Payments

You may only process payments when authorized to do so by your customer. We will only process transactions that have been authorized by the applicable Card Network or card issuer. We do not guarantee or assume any liability for transactions authorized and completed that are later reversed or charged back (see Chargebacks below). You are solely responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback. AlliancePay may add or remove one or more payment types or networks at any time. If we do so we will use reasonable efforts to give you prior notice of the removal.

Our Fees & Pricing Schedule

You agree to pay us for the services we render as payment facilitator and other incidental services. Our fees would be discussed with you and agreed upon during the onboarding process. We reserve the right to revise our Fees. In the event that we revise our fees we will notify you within 5 days of such change.

Payouts

Subject to the terms of this Agreement, AlliancePay will send to your designated bank or card settlement account ("Bank Account") all amounts settled and due to you from your transactions, minus our fees as stated in the Fee Schedule, any Reversals, Invalidated Payments, Chargebacks, Refunds or other amounts that you owe AlliancePay under this Agreement ("Payout"). If the Payout is not sufficient to cover the amounts due, you agree that we may debit your Bank Account for the applicable amounts, and/or set-off the applicable amounts against future Payouts. Upon our request, you agree to provide us with all necessary bank account and related information and grant us permission to debit amounts due from your Bank Account. After transfer of funds is initiated to your Bank Account, we will update information on your AlliancePay Dashboard to reflect settlement. Information regarding your transactions that are processed and settled using AlliancePay ("Transaction History") will be available to you when you login to your AlliancePay Dashboard. While we will provide Transaction History in your AlliancePay Dashboard, you are solely responsible for compiling and retaining permanent records of all transactions and other data associated with your AlliancePay account as may be required for your business.

Transaction History

AlliancePay shall be responsible for maintaining Transaction History. Equally, AlliancePay shall avail you the technical opportunity and resources to view your transactions in real time, store and retrieve transaction history.

Payout Schedule

Your Payout Schedule, which is the time it takes us to initiate a transfer to your Bank Account settled funds from card transactions processed through us is on your AlliancePay Dashboard. We reserve the right to change your Payout Schedule, suspend payouts to your Bank Account or initiate a Reversal should we deem it necessary due to pending disputes, excessive or anticipated excessive Chargebacks or Refunds, or other suspicious activity associated with your use of AlliancePay, or if required by law or court order.

How we handle your Funds

You authorize and instruct AlliancePay to hold, receive, and disburse funds on your behalf when such funds from your card transactions settle from the Card Networks. By accepting this Agreement, you further authorize AlliancePay on how your card transaction settlement funds should be disbursed to you as Payouts and the timing of such Payouts. You agree that you are not entitled to any interest or other compensation associated with the settlement funds held by AlliancePay pending settlement and Payout to your Bank Account. Settlement funds will be held in a deposit account at AlliancePay pending Payouts to you in accordance with the terms of this contract. We may periodically make available to you information about pending settlements yet to be received from the Card Networks. Your authorizations will remain valid and be of full effect until your AlliancePay Account is closed or terminated.

Security and Fraud Controls

AlliancePay is responsible for protecting the security of Payment Data including CHD in our possession and will maintain commercially reasonable administrative, technical, and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized access and accidental loss or modification. Although, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes. We will however take all reasonable and commercially achievable measures to address any security breach as soon as we become aware. You agree to use other procedures and controls provided by us and other measures that are appropriate for your business to reduce the risk of fraud. In the event that you suspect any fraudulent activity by a customer, you agree to notify AlliancePay immediately and quit the delivery of the service. In addition, where we suspect that there have been frequent fraudulent transactions on your account, we reserve the right to cancel our service to you and/or your account.

Notification of Errors

You agree to notify us immediately any error is detected while reconciling transactions that have occurred using AlliancePay. We will investigate and rectify the errors where verified. In the event that we notice any errors, we will also investigate and rectify such errors. Where we owe you money as a result of such errors, we will refund the amounts owed to you by a bank transfer to your Bank Account. If a transaction is erroneously processed through your platform, report to us immediately. We will investigate any such reports and attempt to rectify the errors by crediting or debiting your Bank Account as appropriate. Failure to notify us within 45 (forty-five) days of the

occurrence of an error will be deemed a waiver of your rights to amounts that are owed to you due to an error.

Chargebacks

A Chargeback usually happens when a customer files directly with or disputes through his or her credit or debit card issuer a payment on their bill. It may result in the reversal of a transaction. You may be assessed Chargebacks for (i) customer disputes; (ii) unauthorized or improperly authorized transactions; (iii) transactions that do not comply with Card Network Rules or the terms of this Agreement or are allegedly unlawful or suspicious; or (iv) any reversals for any reason by the Card Network, our processor, or the acquiring or issuing banks. Where a Chargeback occurs, you are immediately liable for all claims, expenses, fines and liability we incur arising out of that Chargeback and agree that we may recover these amounts by debiting your Bank Account. Where these amounts are not recoverable through your Bank Account, you agree to pay all such amounts through any other means.

Reserves

In our sole discretion, we may place a Reserve on a portion of your Payouts by holding for a certain period such portion where we believe there is a high level of risk associated with your business. If we take such steps, we will provide you with the terms of the Reserve which may include the percentage of your Payouts to be held back, period of time and any other such restrictions that AlliancePay may deem necessary. Where such terms are changed, we will notify you. You agree that you will remain liable for all obligations related to your transactions even after the release of any Reserve. In addition, we may require you to keep your Bank Account available for any open settlements, Chargebacks and other adjustments. To secure your performance of this Agreement, you grant AlliancePay a legal claim to the funds held in the Reserve as a lien or security interest for amounts payable by you.

Refunds

You agree that you are solely responsible for accepting and processing returns of your products and services. We are under no obligation to process returns of your products and services, or to respond to your customers' inquiries about returns of your products and services. You agree to submit all Refunds for returns of your products and services that were paid for through AlliancePay to your customers in accordance with this Agreement and relevant Card Network Rules.

Termination

You may terminate this Agreement by closing your AlliancePay Account. We may suspend your AlliancePay Account and your access to AlliancePay services and any funds, or terminate this Agreement, if;

1. you do not comply with any of the provisions of this Agreement;
2. we are required to do so by a Law;
3. we are directed by a Card Network or issuing financial institution; or
4. where a suspicious or fraudulent transaction occurs.

Restricted Activities & Acceptable Use Policy

You are independently responsible for complying with all applicable laws related to your use of our Portal and services. However, by accessing or using AlliancePay, you agree to comply with the terms and conditions of our Acceptable Use Policy and are restricted from the activities specified in it which you can read on our Acceptable Use Policy page.

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Limitation of Liability

IN NO EVENT WILL ANY OF THE ALLIANCEPAY PARTIES BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF THE AMOUNT OF THE TRANSACTION OR TWENTY THOUSAND UNITED STATES DOLLARS (US\$20,000.00) DOLLARS, WHICHEVER IS LESSER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF REVENUES, LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES), ARISING OUT OF OR IN CONNECTION WITH ALLIANCEPAY'S PORTAL OR SERVICES (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF ALLIANCEPAY'S PORTALS OR SERVICES), WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that any AlliancePay party may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the AlliancePay Party's liability shall be the minimum permitted under such applicable law.

Indemnity

You agree to defend, indemnify, and hold AlliancePay, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Agreement.

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Applicable Law

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Legal Disputes

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Severability

If any portion of these Terms of Use is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms of Use and shall not affect the validity or enforceability of any other part in this Terms of Use.

Miscellaneous

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Assigning or sub-contracting any of your rights or obligations under these Terms of Use to any third party is prohibited. We reserve the right to transfer, assign or sub-contract the benefit of the whole or part of any rights or obligations under these Terms of Use to any third party.

ACCEPTABLE USE POLICY

By accessing or using AlliancePay's Portal, you agree to comply with the terms and conditions of this Acceptable Use Policy.

Restricted Activities

You may not use AlliancePay in connection with any product, service, transaction or activity that:

- violates any law or government regulation, or promotes or facilitates such by third parties;
- violates any rule or regulation of Visa, MasterCard, Verve or any other electronic funds transfer network (each, a "Card Network");
- is fraudulent, deceptive, unfair or predatory;
- causes or threatens reputational damage to us or any Card Network;
- involves any of the business categories listed in clause 2 below; or
- results in or creates a significant risk of chargebacks, penalties, damages or other harm or liability.

Certain Business Categories

You may not use AlliancePay's portal in connection with any product, service, transaction or activity that:

- falls within the Prohibition List of the Nigerian Customs Administration of the Federal Republic of Nigeria
- relates to the sale and/or purchase of:
 1. banned narcotics, steroids, certain controlled substances or other products that present a risk to consumer's safety;
 2. blood, bodily fluids or body parts;
 3. burglary tools;
 4. counterfeit items;
 5. illegal drugs and drug paraphernalia;
 6. fireworks, destructive devices and explosives;
 7. identity documents, government documents, personal financial records or personal information (in any form, including mailing lists);
 8. lottery tickets, sweepstakes entries or slot machines without the required license;
 9. offensive material or hate speech or items that promote hate, violence, racial intolerance, or the financial exploitation of a crime;
 10. police badges or uniforms;
 11. prohibited chemicals;
 12. recalled items;
 13. prohibited services;
 14. unlicensed financial services, stocks or other securities;
 15. stolen property;
 16. items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
 17. sales of currency without Bureau De Change license, certain crypto currency operators;
 18. obscene material or pornography;
 19. certain sexually oriented materials or services;
 20. certain firearms, firearm parts or accessories, ammunition, weapons or knives; or
 21. any product or service that is illegal or marketed or sold in such a way as to create liability to AlliancePay.
- relate to transactions that:

1. show the personal information of third parties in violation of applicable law;
2. support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs;
3. are associated with purchases of annuities or lottery contracts, lay-away systems, offshore banking or transactions to finance or refinance debts funded by a credit card;
4. pertain to ammunitions and arms; and
5. involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from AlliancePay and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

Actions by AlliancePay

If, in our sole discretion, we believe that you may have engaged in any violation of this Acceptable Use Policy, we may (with or without notice to you) take such actions as we deem appropriate to mitigate risk to AlliancePay and any impacted third parties and to ensure compliance with this Acceptable Use Policy. Such actions may include, but not limited to:

- Blocking the settlement or completion of one or more payments;
- Suspending, restricting or terminating your access to and use of the AlliancePay's Services;
- Terminating our business relationship with you, including termination without liability to AlliancePay of any payment service agreement between you and AlliancePay;
- Taking legal action against you;
- Contacting and disclosing information related to such violations to (i) persons who have sold/purchased goods or services from you, (ii) any banks or Card Networks involved with your business or transactions, (iii) law enforcement or regulatory agencies, and (iv) other third parties that may have been impacted by such violations; or
- Assessing against you any fees, penalties, assessments or expenses (including reasonable attorneys' fees) that we may incur as a result of such violations, which you agree to pay promptly upon notice.

Updates, Modifications & Amendments

We may need to update, modify or amend our **Acceptable Use Policy** at any time. We reserve the right to make changes to this Acceptable Use Policy. We advise that you check this page often, referring to the date of the last modification on the page