

API Marketplace (API-M) Terms and Conditions Document

The API Marketplace ("the Platform" or "API-M") Standard Terms and Conditions (T&C) represent the legal attributes of the API-M service provided by Interswitch Limited (Interswitch). The content is binding and is not subject to any varying terms or conditions, unless as provided by Interswitch subsequently upon notice to the entity registered on the Platform (the User).

This Platform is accessible to individuals as well as registered/incorporated entities for the testing/integration phase. However, only duly registered/incorporated entities that have been successfully onboarded will be permitted to access and use the Platform to initiate live (production) API calls. .

By accepting this T&C you agree to be bound by this T&C and as amended at any time and posted on the website. If you disagree with any part hereof, do not access the Platform.

In addition, the User's use of the Platform shall be subject to any applicable card scheme rule, applicable regulatory guidelines laws or any other rules/provision communicated by Interswitch from time to time. All such guidelines or rules are hereby incorporated by reference into this T&C.

1. DESCRIPTION OF THE PLATFORM

The API Marketplace is a digital commerce platform that aggregates Interswitch's APIs and other 3rd party external APIs ("API Providers") on one single platform for easy accessibility to API Consumers (developers on behalf of businesses). The API Marketplace connects API Providers and API Consumers. The Platform enables API Providers to list the APIs they offer for purchase by API Consumers. Each API offering includes a description of the API, its associated price, and other related terms and conditions.

2. API-M LICENCE

- 1.1. Interswitch grants to User a non-exclusive, non-transferable license to use the Platform for the term of this T&C solely for the Permitted Use.
- 1.2. User must not sub-license, transfer, or assign it's right to use the Platform.
- 1.3. User must comply with the implementation and user requirements contained in all Interswitch documentation accompanying the Platform and any other requirements communicated to the User by Interswitch from time to time.

2. USER RESPONSIBILITIES AND UNDERTAKINGS

2.1. The User shall:

- a. Not make any warranty or representation whatsoever in relation to the Platform which may bind Interswitch or make it liable in any way whatsoever.
- b. Provide accurate and up-to-date information including KYC documentation and promptly make required updates to the provided information to keep it accurate.
- c. Immediately change its password upon first access to the Platform, and or immediately it becomes known to anyone else.
- d. Make connections to such other systems as Interswitch may require from time to time.
- e. Be responsible for maintaining absolute secrecy of and preventing unauthorized access to all information provided by Interswitch pursuant to this service.
- f. Notify Interswitch of any change to its ownership structure via the Interswitch Help Portal (help.interswitchgroup.com).
- g. Ensure that it has adequate controls, safeguards, information technology security and effective internal controls for all its operations.
- h. Not permit its affiliates or any third party to translate, reverse engineer, decompile, recompile, update or modify all or any part of the Platform or merge the Platform into any other solution.



- i. Provide to and always maintain with Interswitch correct and updated information.
- j. Provide Interswitch promptly with all information and/or documents required by it to validate the User's identity.
- k. Be responsible for maintaining the security and control of any and all computer (personal or otherwise), mobile phone, tablet or other electronic device ("Devices"), User IDs, tokens, passwords, personal identification numbers (PINs), or any other passcodes that it uses to access the Platform and shall be fully liable/responsible for any use of same. The User agrees and understands that Interswitch is expressly exempted from any liability arising from access to or use of the User's Platform account and/or data associated with the Platform services.
- l. Comply with the Acceptable Use Policy or any other Policy or agreement communicated by Interswitch.
- m. Not infringe Interswitch's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- n. Not engage in any illegal or suspicious activity and/or transactions.
- o. Not use the services in a manner that Interswitch, any agency or authority that manages promotional campaigns reasonably believes to be an abuse of the digital promotional and rewards system or a violation of applicable laws and/or regulations.
- p. Not facilitate any viruses, Trojan horses, worms or any other malicious software via the Platform or facilitate any other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or information.
- q. Not use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy Interswitch's website without the prior written consent of Interswitch;
- r. Not use any device, software or routine to bypass Interswitch's robot exclusion headers, or interfere or attempt to interfere with Interswitch's website or services.

2.2. Unless otherwise agreed by the Parties in writing, the User acknowledges and agrees that it shall (at own cost) be solely responsible throughout the duration of these T&C for the provision of all such Devices, equipment, software, systems and telecommunications facilities which are required to enable the User access the Platform and receive the services thereunder.

2.3. The User agrees to immediately notify Interswitch of any unauthorized access or use of its Platform account or other security compromise.

2.4. The User understands and agrees that under no circumstances shall its use of the Platform imply that Interswitch endorses, sponsors, certifies or otherwise guarantees the authenticity, sale or use of the User's products and/or services.

2.5. The User acknowledges that the Platform may contain information, software, graphics, video, documents in any format, audio or other material (collectively referred to as "Content") protected by patents, copyrights, trade secrets, trademarks or other proprietary rights, and that these rights are protected in all forms, media and technologies existing now or hereafter developed and made available. All Content is protected under applicable laws and Interswitch or its third-party partners owns the rights in such content. The User may not publish, modify, transmit, directly or indirectly participate in the transfer or sale, or in any other way exploit any of the Content in whole or in part.

3. PRICING MODEL, SERVICE FEES AND CHARGES

3.1. **Pricing Models** We offer four distinct pricing models to Users for the use of our APIs. Each API/service will have a single applicable pricing model, and a particular API/service will not be subject to more than one pricing model at any given time. The pricing models available are as follows:

a. **Pay Per Use Model:** Users will be charged a flat service fee for each API call. This fee will be applied on a per-use basis.

b. **Transaction-Based Model:** Users will be charged a service fee calculated as a percentage of the transaction amount processed via the API. This percentage will be specified for each applicable API.

c. **Subscription-Based Model:** Users will be charged a recurring service fee based on the volume of API calls made within a monthly billing cycle. The subscription fee will vary depending on the total number of API calls within that month.



d. **Free Model:** The API/service is offered at no charge to the Users. No service fees will apply under this model.

No Upfront Fees

There are no upfront fees, payments, or deployment charges associated with the consumption of APIs on the Platform. Service charges will only be applied in accordance with the applicable pricing model for each API/service based on actual usage.

3.2. Wallet Account

Upon successful onboarding, a wallet account will be created for the User. The User must fund their wallet account before making any live (production) API calls. The funds deposited into the wallet account by the User are strictly for use on the Platform and may only be applied towards the payment of service charges associated with the use of APIs on the Platform and services. Under no circumstances shall the funds in the wallet be withdrawn, transferred, or refunded to the User. Any unused balance will remain in the wallet for future transactions on the Platform.

Service charges incurred from API calls will be debited directly from the User's wallet balance. The User is responsible for ensuring that their wallet is sufficiently funded to cover the applicable service charges.

3.3. Invoicing and Payment

Service fees will be automatically deducted from the User's wallet account in real-time as API calls are made. Users will have access to a detailed breakdown of API usage and corresponding charges through their account dashboard.

3.4. Suspension of Services

In the event that the wallet balance falls below the required amount to cover service charges, the User may be restricted from making additional production API calls until sufficient funds are deposited into the wallet.

3.5. All payments required to be made by the User on this service shall be payable without any deduction, claim, counterclaim, setoff, notice or demand.

3.6. No fee nor charges incurred by the User under this service shall be refundable in the event of termination howsoever caused.

3.7. The User acknowledges that Interswitch may be subject to complying with instructions received from participating banks within the Interswitch network in respect of any transaction on/to the User's designated account/wallet and agrees that no liability shall be imputed to Interswitch for acting on any such instruction.

4. INDEMNITY

4.1. User shall indemnify and hold Interswitch harmless from and against all actions, proceedings, costs, claims, demands, charges, expenses (including legal expenses), liabilities, fines, levies, losses and damages, whether arising in tort, contract or common law, which Interswitch may suffer or incur to the extent arising out of or in consequence of or in connection with:

- a. any claim brought against Interswitch by a third party arising from a Transaction whether or not previously remitted to the User;
- b. any claim brought against Interswitch arising from any aspect of these T&C (including but not limited to, and in connection with any security breach as described in these T&C, compromise or theft of Data held by the User or on behalf of the User irrespective of whether such security breach, compromise or theft of Data was within or outside User's control);
- c. the enforcement or attempted enforcement of these T&C (which includes the recovery or attempted recovery of any sum owing to Interswitch under these T&C);
- d. the protection of Interswitch's interest in connection with any aspect of the parties' relationship under these T&C (including the cost of any third parties nominated by Interswitch or instructed by Interswitch for this purpose);



- e. a breach by the User of any of the provisions of these T&C;
- f. any transaction (including a transaction which is subsequently discovered to be fraudulent);
- g. respect to any negligent act or omission by, or willful misconduct of the User or its agents; or
- h. any modification of or addition to the API-M platform not provided or approved by Interswitch.

4.2. If You are a partnership, each partner shall be jointly and severally liable under these T&C.

4.3. User agrees that if a fraudulent activity is associated with the operation of its accounts, Interswitch shall have the right to apply restrictions to such account and report to the appropriate law enforcement agencies.

5. RIGHT TO AUDIT

5.1. The User warrants to Interswitch that it has or shall upon the acceptance of these T&C engage an independent consultant with the necessary expertise to undertake a systems and compliance audit which shall be conducted on a yearly basis to ensure adequate controls, safeguards, security and effective internal controls to protect the integrity of the information technology and related systems of Interswitch. A copy of the audit report shall be provided to Interswitch immediately upon conclusion of each audit.

5.2. The User shall establish and maintain a reasonable accounting system that enables Interswitch readily identifies the User's assets, expenses, costs of goods, and use of funds. Interswitch and its authorized representatives shall have the unrestricted right to audit, examine, and to make copies of, or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to these T&C kept by or under the control of the User, including, but not limited to those kept by the User, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, deposit slips, bank statements, all paid vouchers including those for out-of-pocket expenses, other reimbursement supported by invoices, original estimates, written policies and procedures and other correspondence as well as KYC and other relevant documents.

5.3. Interswitch shall reserve the right to appoint at any time an authorized representative/auditor to conduct a systems and/or compliance audit of the User (upon reasonable notice) as it may require in its absolute discretion notwithstanding that the User has confirmed to Interswitch that it has conducted an audit. The User undertakes to cooperate fully with and grant Interswitch's representative full access to its operations and relevant documentation for the purpose of conducting the audit.

5.4. User undertakes to permit Interswitch to conduct such other audits of its operations and processes as may be applicable or relevant to the performance of the User's obligations under these T&C. Such further audits shall be carried out under terms to be decided upon by Interswitch at its sole discretion.

6. UNDERTAKINGS OF INTERSWITCH

6.1. Interswitch reserves the right without any liability, to discontinue or alter any aspect of the Platform at any time without prior notice to the User.

6.2. Interswitch warrants that it has the right and authority to grant to the User the license set out in clause 1, in accordance with the terms of these T&C.

6.3. Limitations on Warranties: To the fullest extent permitted by law, except as expressly set out in these T&C, Interswitch excludes all warranties, conditions, terms, representations or undertakings whether express, implied, statutory or otherwise, including without limitation any condition or warranty of merchantability or fitness for a particular purpose. Interswitch does not warrant that API-M will meet the User's requirements, that API-M will be uninterrupted, secure or error free, or that all errors will be corrected.

6.4. Interswitch shall not be liable to the User in event that the User suffers loss arising from a breach of the security and integrity of the User's Device, hardware or software related to API-M. This includes a breach of the User's internal business processes and protocols in relation to API-M.



- 6.5. In no event shall Interswitch be liable to the User in excess of the transaction fees that has accrued to Interswitch from transactions emanating by virtue of these T&C, in the month immediately preceding the date the first such claim arises.
- 6.6. No liability shall be raised against Interswitch more than One (1) year after the accrual of the cause of such liability therefore, It is further agreed that the limitations on liability, expressed herein, shall inure to the benefit of and apply to all parents (both direct and indirect), subsidiaries and affiliates of Interswitch.
- 6.7. The limit of Liability applies irrespective of the number of claims.
- 6.8. Interswitch shall not be liable for any loss which occurs during a routine maintenance of its platform, of which it has given the User notice of.
- 6.9. Interswitch will not be liable for the actions or inactions of any third party not acting on the instructions of Interswitch; neither will Interswitch be liable for the actions or inactions not directly traceable to it.
- 6.10. Interswitch shall not be liable for any special, indirect, Incidental, punitive, or consequential damages, including loss of profits howsoever caused, including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against the User by any third person, even if Interswitch has been advised of the possibility of such damages.

7. WARRANTIES

- 7.1. User warrants that it is duly registered, and has the full capacity, regulatory, legal and corporate authorisation to accept this T&C and discharge the obligations and responsibilities created herein.
- 7.2. User further warrants that it has the required licenses and regulatory approvals to conduct its business and participate in this transaction and no element of the transaction constitutes a breach of any existing law, regulation, patent, copyright, or other intellectual property in its country or countries of domicile and operation.
- 7.3. User warrants that it is the legitimate/provider owner of the goods and/or services being listed on the Platform.
- 7.4. User warrants that it has adequate controls, safeguards, information technology security and effective internal controls for all its operations.
- 7.5. User will keep Interswitch indemnified against all actions, claims, proceedings and all legal cost or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach or a breach of other relevant legal or contractual duty.

8. DISPUTES

- 8.1. If a dispute arises between Interswitch and the User in connection with the interpretation, implementation or operation of these T&C or its subject matter or the validity of any document furnished by either Interswitch or the User under these T&C which cannot be resolved amicably by them within 10 days of notice of the dispute by either of them, Interswitch and the User and their legal representatives will promptly meet to consider whether there is a possibility of resolution by mediation or conciliation
- 8.2. If Interswitch and the User do not agree to refer a dispute to mediation or conciliation under the Lagos State Multidoor Court House, the matter shall refer the dispute to a court of competent jurisdiction.
- 8.3. The provisions of this clause:
 - a. constitute an irrevocable consent by Interswitch and the User to any proceedings in terms hereof and no party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by those provisions; and
 - b. are severable from the rest of these T&C and shall remain in effect despite the termination of or invalidity of these T&C for any reason.
- 8.4. This clause shall not preclude either Interswitch or the User from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the mediator or conciliator.
- 8.5. The mediator or conciliator may, in any dispute in which any matter of a technical or financial nature is relevant, appoint an assessor having the requisite experience to assist the mediator or conciliator in the mediation process.



9. UNACCEPTABLE USE

User shall not and shall not permit any person using your device or account to:

- use this Platform in a way that causes or could cause damage or restrict the availability or accessibility of the Platform;
- store, copy, transmit, publish or distribute any computer virus, spyware, Trojan horse, worm, keystroke logger or other malicious software via this Platform;
- conduct any fraudulent or illegal activities via the Platform;
- User hereby understands and agrees that if a fraudulent activity is associated with the operation of your account, Interswitch has the right to apply restrictions to your account and report to the appropriate law enforcement agencies.

10. SUSPENSION OF ACCESS TO PLATFORM

Interswitch hereby reserves the right to suspend, restrict, or terminate your access to the Platform (in whole or in part) without any notice or liability in the following circumstances:

- Upon receipt of instructions from you to suspend or terminate your access to the Platform
- Upon receipt of notification from you that your Device has been lost or stolen
- If we suspect the Platform is being used for fraudulent or other illegal activities.
- If we are of the opinion that you have breached a provision contained in this T&C.
- If we are of the opinion that continued access to the Platform will be detrimental to our business.
- If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete.

11. SERVICE TERMINATION

- 11.1. These T&C shall commence on the date of acceptance by the User and remain effective until terminated in accordance with provisions contained herein.
- 11.2. Either Interswitch or the User may elect to terminate these T&C by giving three (3) months' prior notice in writing to the other of its intention to do so.
- 11.3. Interswitch shall be entitled to immediately suspend the provision of the service or to terminate the service and by effect these T&C at any time with immediate effect by notice to the User if:
- a. User is in breach of any of the provisions herein;
 - b. User fails to pay any amount due under these T&C;
 - c. Interswitch considers (in its absolute discretion) that the total value of a disputed transaction and/or refunds is unreasonable;
 - d. User becomes insolvent or any step is taken for User liquidation, winding-up, bankruptcy, receivership, administration or dissolution (or anything analogous to the foregoing occurs in any jurisdiction);
 - e. User makes or proposes any arrangement with creditors generally;
 - f. anything happens to User or a matter is brought to the attention of Interswitch which in its absolute discretion, it considers may affect User's ability or willingness to comply with all or any of User's obligation or liabilities herein;
 - g. any other change in User circumstances (including a deterioration in or change to User's financial position) or in the nature of User's business or in the goods and/or services supplied by User to customers or cardholders occurs which Interswitch in its absolute discretion considers material to the continuance of the services or any facilities made available to User;
 - h. User is found to be engaged in fraudulent or illegal business activities;
 - i. Interswitch in its absolute discretion, determines that the relationship with User's business represents increased risk of loss or liability;
 - j. anything happens to User or comes to the attention of Interswitch in relation to User or arising from or incidental to User's business or the conduct of User's business (including trading practices and individual activities) or User engages in any business trading practices or individual activity which in Interswitch's absolute discretion is



considered disreputable or capable of damaging Interswitch's reputation or that of any of the card scheme or other financial Institutions, detrimental to Interswitch's business or that of any of the card scheme or other financial institution or which may or does give rise to fraud or any other criminal activity or suspicion of fraud or any other criminal activity;

- k. any fines or any other claims are brought against Interswitch by any card scheme, financial institution or any other third party arising from any aspect of the parties' relationship (including in connection with any security breach, compromise or theft of Data held by User or on behalf of User irrespective of whether such security breach, compromise or theft of Data was within or outside User control);
- l. User undertakes trading practices which Interswitch has not consented to;
- m. Interswitch or any affiliate becomes entitled to terminate any T&C with or enforce any security from User or User's affiliate;
- n. any card scheme, financial institution, acquirer or regulator introduces additional terms and conditions or amends the terms and conditions relating to this service; or
- o. Interswitch is required or requested to do so by any card scheme, financial Institution, regulator or government agency

12. CONSEQUENCES OF TERMINATION

12.1. Upon termination of these T&C, all rights and obligations of either party shall cease to have effect immediately, save that:

- a. the clauses of conditions which expressly or by implication have effect after termination will continue to be enforceable notwithstanding such termination; and
- b. termination shall not affect accrued rights and obligations of either Interswitch or the User under these T&C as at the date of termination.

12.2. Upon or at any time after termination, User shall immediately pay all amounts owed under the service and, for the avoidance of doubt, Interswitch shall remain entitled to withhold sums, set-off any sums and recover any Disputes pursuant to the relevant clauses herein.

13. LAW

These T&C shall be governed by the laws of the Federal Republic of Nigeria.

14. WAIVER

The failure by either Party to enforce any of the provisions of these T&C shall not constitute a waiver of the same or affect that Party's rights thereafter to enforce the same.

15. ASSIGNMENT

The User shall not assign any of its obligations under these T&C without the prior written consent of Interswitch.

16. CONFIDENTIALITY

16.1. The User undertakes to keep confidential all information [written or oral] concerning the business and affairs of Interswitch that it shall have obtained or received as a result of the discussions leading up to or the acceptance of these T&C save that which is [a] already in its possession other than as a result of a breach of this clause; or [b] in the public domain other than as a result of a breach of this clause. And User undertakes to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, agents and subcontractors. The confidentiality obligations shall survive the termination of these T&C.

17. INTELLECTUAL PROPERTY

Nothing set forth in these T&C shall constitute a transfer or assignment by Interswitch of any Intellectual Property Rights owned or otherwise controlled by it.

18. FORCE MAJEURE

If the compliance with these T&C or any obligation under it is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party so affected shall be



excused from performance to the extent of the prevention, restriction or interference, but the party so affected shall use its best endeavors to avoid or remove the causes of non- performance and shall continue performance under this T&C with utmost dispatch whenever such causes are removed or diminished.

19. SECURITY AND UNAUTHORISED USE

- The User is responsible for all transactions conducted using your computer, mobile phone, tablet or other electronic device ("Device"), payment card or account. It is your responsibility to keep all of these secure
- All passwords must be kept secret. The User is liable for all activities undertaken using your account username, associated password or Device. The User is responsible for maintaining the confidentiality of all Account information and keeping your Device from unauthorized use.
- Interswitch's accept no liability for any unauthorized use of your Device, account or any application you use in connection with the Platform or any effects of same.
- In the event your Device has been stolen or there is an unauthorized access to your Device or account, it is your responsibility to immediately restrict transactions on your account.
- If the User disputes any transaction on your account, you will be required to prove that the transaction was effected without your authorization and such transaction will be investigated by our Fraud Team once we receive a logged ticket on <https://help.interswitchgroup.com/>
- The User shall ensure any application you use in connection with this Platform has Multi-factor authentication enabled.
- The User is responsible for ensuring the security of any application or Device you use.

20. PRIVACY STATEMENT

20.1. The User acknowledges that by use of the API-M platform, Interswitch shall be privy to and store some of its personal information (full name, mobile phone number, email address and any other Business information provided).

20.2. Interswitch may disclose any information it collects about the User to third parties as set forth below:

- a. to regulatory bodies;
- b. to financial institutions;
- c.to companies, such as email service providers that perform marketing services on Interswitch's behalf;
- d. to third parties and other service partners to enable Interswitch provide API-M services; and
- e. if required to be disclosed under applicable law, or stock exchange regulation or by a governmental order, decree, regulation or rule or by a court order.

20.3. User consents to the processing and transfer of its information during and after the use of API-M.

21. NOTICES

21.1. Any notice required hereunder shall be in writing and sent to the User via the electronic mail address provided to Interswitch during registration of use of API-M. Any electronic communications will be considered to be received by the User within 24 hours of being sent.

21.2. All communications to Interswitch must be sent by electronic mail to: technicalsupport@interswitchgroup.com

21.3. The User is to keep primary email address up to date so that Interswitch can communicate with it electronically. The User understands and agrees that if Interswitch sends an electronic communication, but User does not receive it due to the primary email address on file being incorrect, out of date, blocked, or otherwise unable to receive electronic Communications, Interswitch will be deemed to have provided the communication to the User effectively.

22. USE OF ALTERNATE EMAIL ADDRESS AND PHONE NUMBER



By using our services, The User agrees to provide and maintain an alternate email address and Phone number that can be used for communication and account(s) recovery purposes. This alternate email address will be used in cases of password reset requests, account(s) verification, or other communication related to your account(s) and the Platform. The User is responsible for ensuring the accuracy and validity of the alternate email address and phone number provided. Interswitch will not be held liable for any issues arising from the use of an incorrect or invalid alternate email address and/or phone number

Interswitch will take reasonable measures to protect the privacy and security of your alternate email address and/or phone number and we will not disclose it to third parties except as required by applicable laws or as necessary to provide our services.

By providing an alternate email address and/or phone number, the User acknowledges that it consents to receiving important communications related to your account(s) through this address and/or phone number. It is the User's responsibility to keep this email address and phone number up to date and to inform Interswitch of any changes promptly.

23. MISCELLANEOUS PROVISIONS

- Interswitch reserves the right to terminate, change, suspend or discontinue any aspect of the Platform at any time and without notice.
- Interswitch reserves the right to amend this T&C at any time and at our sole discretion. We shall give you notice of such amendment by publication of the amended version via the Platform. The User's continued access to and use of the Service is your acceptance of and compliance with the updated T&C. If you disagree with any part of hereof, do not access the Platform.
- The User is responsible for your connection to the mobile phone networks, the Internet and all costs associated with these connections.
- All copyright, trademarks and other intellectual property rights used as part of our services or contained on the Platform belong to Interswitch or its licensors. Nothing set forth in this T&C shall constitute a transfer, license or assignment by us to you of any Intellectual Property Rights owned by us or displayed on the Platform
- If any provision of this T&C is declared unlawful and/or unenforceable by operation of law, any court or authority, such provision be severed from this T&C and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement.
- The User agree that regardless of any provision of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or the T&C must be filed within one (1) year after such claim or cause of action arose or be forever barred and extinguished.
- The User acknowledges and agrees that this T&C be interpreted and enforced in accordance with the laws of the Federal Republic of Nigeria.
- The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the performance or interpretation of this T&C. Any dispute or differences arising out of the construction, interpretation or performance of the obligations created under this relationship which cannot be settled amicably within one (1) month after receipt by a party of the other party's request for such amicable settlement shall be submitted to a Court of competent jurisdiction in the Federal Republic of Nigeria.

THIS TERM OF USE WAS LAST REVIEWED IN THE MONTH OF SEPTEMBER, 2024.