

TERMS & CONDITIONS

1. The PayS Platform:
 - 1.1. PayS Platform ("Platform") is a Business Payment solution that enables businesses to process payments in collaboration with its partners. Providing Bill payment services to utilities, payS enables the receipt of payment from customers via managed customer websites and the extension of Payment integration integrations to 3rd Party businesses.
 - 1.2. This platform is owned and operated by Asharami Innovations Limited.
2. User Consent:
 - 2.1. By using the Platform, you warrant that you are at least 18 years old or a duly registered corporate entity and are legally capable of entering into binding contracts and that you consent to the collection, storage, processing, analysis, sharing, and usage of your data as described in these Terms of Use and our Privacy Policy.
 - 2.2. You agree to provide accurate, current and complete information about yourself or your organization (as applicable) as requested on the Platform and agree to update such information in the event of changes.
 - 2.3. You agree not to: use the Platform in any way that is, or may be, damaging to the Asharami Innovations Limited; use the Platform in any way that impacts user access to the Platform; use the Platform contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Asharami Innovations Limited, or to any person or business entity; engage in any data mining, data harvesting, data extracting or any other similar activity in relation to the Platform, or while using the Platform; or use this Platform to engage in any advertising or marketing.
 - 2.4. You acknowledge that your data may be used for marketing and regulatory purposes, which may include personalized marketing communications based on your preferences and relevant regulatory requirements.
3. Data Collection and Usage:
 - 3.1. Data Collection: We collect various types of data, including personal information, contact information, transaction details, device information, and usage data, to provide and improve our services. We also receive information about the device and software you use to access the services offered on our Platform, including Internet Protocol (IP) address, location, web browser type, operating system version, and device identifiers.
 - 3.2. Data Processing and Analysis: We process and analyze the collected data to enhance our platform's functionality, detect and prevent fraud, improve user experience, and comply with regulatory requirements. To help us better understand how you use our services, and to help us improve them, we receive information about your interactions with the services, including records of your transactions and information about your other activities related to our services.
 - 3.3. Data Sharing: We may share your data with trusted third-party service providers, financial institutions, regulatory authorities, and marketing partners, as necessary for the operation of our platform and to fulfill legal obligations. We do not sell, trade or rent personal data to anyone. Further, we will not share or disclose your personal data with a third party without your consent except as necessary to provide the services or as described in this Privacy Policy.
 - 3.4. Marketing Communications: We may use your data to send you marketing communications about our services, promotions, and relevant third-party offers. You have the right to opt-out of such communications at any time.

We also use cookies and similar technologies on our website for the collection of information and to operate the site. We use cookies to optimize the experience of our users, ensure that your account security is not compromised, mitigate risk and prevent fraud; and to promote trust and safety on our website.

4. User Responsibilities:

- 4.1. Accurate Information: You are responsible for providing accurate and up-to-date information during the registration process and while using the Payment Platform.
- 4.2. Security: You are responsible for maintaining the security of your account credentials and any activity occurring under your account.
- 4.3. Prohibited Activities: You agree not to engage in any unlawful, fraudulent, or unauthorized activities on the Payment Platform, including but not limited to hacking, spamming, or violating any applicable laws or regulations.

5. Intellectual Property:

- 5.1. Ownership: The Payment Platform and all its contents, including but not limited to trademarks, logos, designs, and software, are the intellectual property of Asharami Innovations Limited and its licensors.
- 5.2. Limited License: We grant you a limited, non-exclusive, non-transferable license to use the Payment Platform solely for its intended purposes. You shall not modify, copy, distribute, or exploit the platform or its contents without our prior written consent.

6. Limitation of Liability:

- 6.1. Disclaimer: The Platform is provided on an "as is" and "as available" basis. We do not guarantee the accuracy, reliability, or availability of the platform, and you use it at your own risk.
- 6.2. Indemnification: You agree to indemnify and hold Asharami Innovations Limited, its affiliates, and their respective officers, directors, employees, and agents harmless from any claims, damages, liabilities, or expenses arising out of your use of the Platform or any breach of these Terms of Use.

7. Transfer of Data:

As part of our service provision, we may rely on third-party servers, databases co-located with hosting providers, resident in foreign jurisdictions, which constitutes the transfer of your personal data to computers or servers in foreign countries. We take steps designed to ensure that the data we collect under this Privacy Policy is processed and protected according to the provisions of this Policy and applicable law wherever the data is located.

8. Modifications and Termination:

- 8.1. Modifications: We reserve the right to modify or update these Terms of Use at any time. We will notify you of any material changes, and your continued use of the Payment Platform constitutes your acceptance of the revised terms.
- 8.2. Termination: We may also decide to suspend or terminate your access to the Platform where you have breached any provisions of these Terms. Any termination of this Agreement (however occasioned) shall not affect any accrued rights or liabilities nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9. Storage Limitation:

Personal Data shall be processed and stored for a period 10 years and subsequently archived. However:

- Personal Data collected for purposes related to the continuous use of services provided by Asharami Innovations limited shall be retained and used until said service is no longer provided by the Asharami Innovations Limited or used by you.
- Personal Data collected for the purposes of Asharami Innovations Limited's legitimate interests shall be retained as long as needed to fulfill such purposes. Specific information regarding the legitimate interests has been provided within the relevant sections of this document or will be made available by contacting the Asharami Innovations limited.

10. Choices and Rights:

Individuals who enter Personal Information into our Platform are entitled to exercise the following rights:

- Right to withdraw any consent given under these
- Right to request for and access any Personal Information collected and stored;
- Right to be informed regarding the usage of their Personal Information by the Platform;
- Right to be informed about appropriate safeguards in place where data is transferred abroad;
- Right to object to automated decision-making and processing;
- Right to request rectification and modification of Personal Information which Asharami Innovations Limited keeps;
- Right to request the deletion of their data;
- Right to request the movement of data from Asharami Innovations Limited to a third party - this is the right to the portability of data;
- Right to revoke consent;
- Right to object to direct marketing, and to request that Asharami Innovations Limited restricts the processing of their information; and
- Right to submit a complaint to the National Information Technology Development Agency (NITDA).

DISCLAIMER:

IN NO EVENT SHALL ASHARAMI INNOVATIONS BE LIABLE FOR:

- UNAVAILABILITY OF THE PLATFORM AT ANY TIME OR YOUR INABILITY TO USE THE PLATFORM.
- ANY FORM OF DELIVERY OR FAILURE THEREOF BY A FINANCIAL INSTITUTION, MERCHANT OR TELECOMMUNICATION COMPANY LISTED ON THE PLATFORM.
- ERRONEOUS INPUT OF TRANSACTION DETAILS.
- ANY LOSS ARISING FROM ANY FAILURE OR DELAY IN ANY MOBILE PHONE NETWORKS OR INTERNET SERVICE PROVIDER OR DEFECTIVE DEVICE.
- ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, HOWEVER CAUSED.
- UNDER NO CIRCUMSTANCES SHALL IT BE IMPLIED THAT WE ENDORSE, SPONSOR, CERTIFY OR OTHERWISE GUARANTEE THE SALE OR USE OF ANY MERCHANT'S PRODUCTS AND/SERVICES LISTED ON THE PLATFORM. USE AND/OR PURCHASE OF SAME SHALL BE AT YOUR OWN RISK.

WE SHALL USE OUR BEST ENDEAVOURS TO ENSURE THE PLATFORM FUNCTIONS OPTIMALLY AT ALL TIMES AND OUR SYSTEMS ARE FREE FROM VIRUSES, HOWEVER WE CANNOT ENSURE SUCH EXCLUSION AND NO LIABILITY IS ACCEPTED FOR SAME. HENCE IT IS RECOMMENDED YOU PUT IN PLACE YOUR OWN SECURITY MEASURES. WE DO NOT WARRANT THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED NOR ERROR FREE, NOR WILL IT BE 100% FRAUD OR FAIL PROOF. WE ARE PROVIDING THE SERVICE "AS IS" WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR ITS CONDITION, TIMELINESS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY YOU. WE DO NOT ACCEPT RESPONSIBILITY FOR THE DELETION OR FAILURE TO STORE ANY USER COMMUNICATION, ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE IN THIS REGARD.

ASHARAMI INNOVATIONS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:

- ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICE;
- ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
- THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
- YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;
- OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

NOTICES

ALL NOTICES GIVEN BY YOU TO US SHOULD BE GIVEN TO US VIA EMAIL TO Hello@Asharami-Innovations.io. ASHARAMI INNOVATIONS LIMITED MAY GIVE NOTICE TO YOU EITHER VIA E-MAIL OR POSTAL ADDRESS YOU PROVIDE TO WHEN REGISTERING ON THE PLATFORM. NOTICES WILL BE DEEMED RECEIVED AND PROPERLY SERVED IMMEDIATELY WHEN POSTED ON OUR WEBSITE, 24 HOURS AFTER AN E-MAIL IS SENT, OR THREE DAYS AFTER THE DATE OF POSTING OF ANY LETTER.

APPLICABLE LAW AND JURISDICTION:

TERMS, THEIR SUBJECT MATTER AND THEIR FORMATION, ARE GOVERNED BY THE LAWS OF THE FEDERAL REPUBLIC OF NIGERIA. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, INCLUDING ANY QUESTION REGARDING EXISTENCE, VALIDITY OR TERMINATION OF THESE TERMS, SHALL BE REFERRED TO AND FINALLY RESOLVED BY THE NIGERIAN COURTS.

ENTIRE AGREEMENT:

THESE TERMS (INCLUDING ANY SUPPLEMENTAL TERMS) CONSTITUTE THE WHOLE LEGAL AGREEMENT BETWEEN YOU AND THE PLATFORM AND GOVERN YOUR USE OF THE SERVICES AND

COMPLETELY REPLACE ANY PRIOR AGREEMENTS BETWEEN YOU AND THE PLATFORM IN RELATION TO THE SERVICES.

MISCELLANEOUS PROVISIONS:

WE RESERVE THE RIGHT TO TERMINATE, CHANGE, SUSPEND OR DISCONTINUE ANY ASPECT OF THE PLATFORM AT ANY TIME AND WITHOUT NOTICE.

WE RESERVE THE RIGHT TO AMEND THESE TERMS OF USE 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. YOUR CONTINUED ACCESS TO AND USE OF THE SERVICE IS YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE UPDATED TERMS OF USE. IF YOU DISAGREE WITH ANY PART OF HEREOF, DO NOT ACCESS THE PLATFORM.

YOU ARE 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 US OR ITS LICENSORS. NOTHING SET FORTH IN THIS TERMS OF USE 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 TERMS OF USE IS DECLARED UNLAWFUL AND/OR UNENFORCEABLE BY OPERATION OF LAW, ANY COURT OR AUTHORITY, SUCH PROVISION BE SEVERED FROM THIS TERMS OF USE AND RENDERED INEFFECTIVE SO FAR AS IS POSSIBLE WITHOUT MODIFYING THE REMAINING PROVISIONS OF THIS AGREEMENT.

YOU 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 TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED AND EXTINGUISHED.

YOU ACKNOWLEDGE AND AGREE THAT THIS TERMS OF USE 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 TERMS AND CONDITIONS. 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.