



TERMS AND CONDITIONS

This document lays out the Terms and Conditions which shall be applicable to EzPayAfrica services provided to the Customers. These Terms of Services shall govern EzPayAfrica's Services and shall govern all the matters arising out of any services availed by the Customer.

For further information, please contact Customer Care on **01-5780544** or visit <http://www.ezpayafrica.com>.

Additional information regarding the Customer care and transactions is also provided in the User Guide Manual which is readily available at all our agent locations.

Customer is required to read these terms and conditions carefully. By registering and accessing or using the service, the customer acknowledges that he/she has read, understood and agrees to be governed by the terms and conditions, including any supplemental information and future amendments as updated on EzPayAfrica's website: <http://www.ezpayafrica.com>

DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires,

- "SVA Account" refers to the Stored Value Account of the Customer which is the account activated by customer on EzPayAfrica network.
- "Charge(s) / Service Charge" shall mean the charges which EzPayAfrica may charge from the Customers in consideration of the Services rendered to the Customers.
- "Customer" means a person who has registered with EzPayAfrica for availing the Services and who has accepted these Terms and Conditions.
- "EzPayAfrica Mobile Money Account" means Account of the Customer registered which is permitted Transaction as contained in User Guide Manual. It's used for virtual money transfer service provided by EzPayAfrica.
- "Agents" are individuals or establishments appointed, wherever located, which honour rendering mobile money services through EzPayAfrica network to the customer. They shall be addressed as Super Agents, Sub Agents.
- "Registration" means and refers to the process of registration adopted by EzPayAfrica to register and activate the Services for the Customer, who meets the eligibility criteria as set out in this Agreement. The registration process for each type of account is more particularly described in the User Guide.
- "PIN" means your 6 digit Personal Identification Number being the secret code the Customer chooses to access and operate his/her virtual account.



- "Security Question" means the secret question a customer will initiate and have the answer to authenticate ownership of the particular account. Each customer will keep the question and answer safe as it's known to them alone for security purpose.
- "Customer Care Centre" means centre where dedicated EzPayAfrica representatives specifically trained to help the customer with EzPayServices questions and concerns can be reached.
- "Transfer" means the movement of funds to or from an Account of a Customer.
- "Confirmation SMS" means the message with transaction details delivered to both originating party and recipient upon successful transaction execution.
- "Services(s)" means Services relating to Mobile Money Services provided by EzPayAfrica in accordance with the terms and conditions stipulated in these Terms and Conditions.
- "Terms and Conditions" shall mean and refer to these terms and conditions, including the Product Guide,
- "We" or "Us" or "Our" means EzPayAfrica.

THE SERVICES

- EzPayAfrica services that customers can benefit from are as follow;
 - I. Person to Person fund transfer
 - II. Airtime top up
 - III. Bill payments
 - IV. Account to account transactions
 - V. Other services can be found on our website and customers will be informed of updates through various channels available for use.
- By registering to use the Services, the Customer shall be able to receive, transfer money and make purchases from their SVA accounts for goods and services.
- In other to register for the EzPayAfrica services you have to be a subscriber with a registered and active SIM card
- The Customer shall be able to register via these available channels;
 - I. SMS
 - II. IVR (Interactive Voice Response)
 - III. Internet
 - IV. JAVA Application
 - V. GPRS
 - VI. Agent Locations
 - VII. EzPayAfrica offices and Regional offices nation-wide.
- The service will allow the customer to deposit money, do transfers, pay bills, pay for purchases at merchant locations as well as withdraw cash from our registered agent locations, POS or ATM.



- It is the responsibility of the Customer to ensure that he has sufficient funds in his Account to cover all Transaction amount and related Charges.
- An individual can open and maintain a single Account with EzPayAfrica. If an individual already has an active account, he shall not apply/ register for the second account on the same phone.
- While all changes to this document is subject to policy guidelines, the customer is expected to comply with all conditions expressed herein.
- In the event that the Customer is compelled to change or re-assign his/her telecommunications number to meet regulatory requirements or for any other reason, our liability will be limited to retaining the Customer's virtual account and where possible, transferring the Customer's virtual account to a new MSISDN.

ACCOUNT TYPES AND EZPAYAFRICA'S RIGHTS

EzPayAfrica services are made available to the Customer subject to these Terms of Use:-

- ZINTERNET NIGERIA LIMITED promises to deliver EzPayAfrica Services to the Customer within the Nigerian mobile coverage area. Due to certain instances and factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Network which may interfere adversely with the quality and provision of EzPayAfrica Services, we do not guarantee that the EzPayAfrica services will be available to the Customer at all times and will not be held responsible or liable for any loss arising as a consequence of a non-availability of the EzPayAfrica Services. EzPayAfrica shall send an SMS to the customer's mobile number to confirm the transaction.
- The Customer accepts that we may disclose personal information or documents to and from local and international law enforcement or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of criminal activities or fraud.
- All fees charged to any transactions done by customer on EzPayAfrica network are deductible in the system. Agents cannot charge the customer fees outside the mandated transaction fees dully stated in the prescribed table of Transaction charges. All agents are mandated to have the list of fees available where visible to the customer at their locations for the understanding of the charges on every transaction they can perform at the agent locations. The table can also be found on the user guide manual.
- We may suspend (bar), restrict or terminate the EzPayAfrica services being used in an unauthorized, unlawful, improper or fraudulent manner or for criminal activities (or has been so used previously) by the customer.



- If the Customer's mobile phone is stolen, or the Customer's PIN is compromised, it must be reported to us by the Customer immediately.
- For reasons outside of our control upon the Customer's request to close their virtual account, customer will be required to cash out the last balance on his/her virtual account at agent locations or visit EzPayAfrica office or regional office for a cheque or bank draft to be handed over to customer after proper ID verification process has been done.
- We reserve the right to limit the total cash withdrawn, transferred or spent by the customer during any 24hour period.
- We shall debit the customer's account with the amount of any withdrawal/transfer done on the phone alongside the related mobile money charges as can be found in the User Guide Manual and Transaction charge table at all agent locations.
- We are not liable for any charges from the network providers, especially in cases of failed transaction due to network problem.
- We are not liable for any loss which the Customer may suffer unless it is directly caused by EzPayAfrica actions.
- Customer is expected to report/notify EzPayAfrica of lost /stolen phone number or PIN disclosure immediately.

ACCOUNT PASSWORD (PIN), AND UNAUTHORIZED TRANSACTIONS

- PIN or Personal Identification Number: The Customer is advised to create a PIN number through the designated channels as stated above which will be used to authenticate ownership before any transaction can be carried out on EzPayAfrica network.
- The Customer must at all times ensure that their Secret question is kept strictly confidential. The customer agrees not to keep a written record of their PIN or the Secret question to avoid disclosure by a third party. If the customer feels that the secret question has been compromised, it must be reported immediately for it to be changed.
- The Customer shall be solely responsible for the consequences arising out of the disclosure of his PIN and/or unauthorized use of Services for any fraudulent act and shall be liable for any resultant loss. It's expected that the Customer must change the Pin immediately it becomes known by a third party.
- EzPayAfrica disclaims any liability for any unauthorized use of Services and for any loss or damage whether direct or indirect incurred by it as a result of such misuse.



- The Customer shall be responsible for the confidentiality, safety and security of their PIN and security question and failure to observe the above will result in the customer incurring liability on the services.
- If the Customer forgets the PIN, he/she can request for PIN reset by calling the Customer Care. Selection of a new PIN shall not be seen as opening of a new contract.
- The PIN is a means to confirm the authenticity of the instruction sent to the network and once any Transaction is successful, it will be deemed to be authorized by the customer and EzPayAfrica will not be liable in any way for the same.
- If the Customer thinks that a transfer on their Transaction history is incorrect or believes an unauthorized transfer has taken place, the customer must contact Customer Care immediately for reconciliation.
- Any Transaction that has been initiated on Customer's Account till the time the Account is closed/blocked will entirely be the responsibility of the Customer.

INDEMNIFICATION

- Customer agrees to indemnify, save, and hold EzPayAfrica, and/or Related Parties harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to Customer's use or misuse of the Services, any violation by Customer of these Terms and Conditions, or any breach of the representations, warranties, and covenants made by the Customer herein.
- The Customer shall be responsible for the safe custody of Mobile Phone/device. Customer shall however be responsible and liable for all Transactions effected by the Customer until the Services is closed/blocked.
- The Customer will notify us if he/she becomes aware of any suspicious, unusual or fraudulent activity on their EzPayAfrica account.

HOW TO CONTACT US

Zinternet Nigeria Limited, 92A, Younis Bashorun Street, off Ajoye Adeogun Street, Victoria Island, Lagos. Tel: 01-5780544. Call Centre Helpdesk: Website: <http://www.ezpayafrica.com>.

JURISDICTION AND ARBITRATION

This Agreement is governed by Nigerian Law.



Any dispute arising out of or in connection with this Agreement shall be referred to the High Court (Commercial Division) of Nigeria.