



Terms of Service & Use and Privacy Policy

Introduction

Energy Chleen is registered in Nigeria (RC: 3633823) with its principal place of business at No 3 Ikenwa Street Awada. These Terms of Service & Use ("Terms") and Privacy Policy ("Privacy Policy") govern your access to and use of the waste management services provided by Energy Chleen ("we," "our," or "the Company"), including but not limited to waste collection, sorting, recycling, and other related services offered via our app or other platforms (collectively referred to as the "Services"). By accessing or using our Services, you ("Client," "you," or "your") agree to abide by these Terms and acknowledge our Privacy Policy. If you do not agree to these Terms or our Privacy Policy, you must not use our Services.

Please read these Terms and the Privacy Policy carefully before engaging with us.

TERMS OF SERVICE

1. Definitions

- **Services:** The waste management services provided by Energy Chleen, including but not limited to door-to-door waste collection, sorting and recycling, waste to construction materials, and waste to energy production.
- **Client:** Any person or entity that uses the Services provided by Energy Chleen, including individuals or organizations that request waste collection, sorting, recycling, or other related services.
- **Service Agreement:** A separate agreement outlining the specific terms and conditions for the provision of Services to individual Clients, including pricing, service frequency, and other relevant details.

2. Acceptance of Terms

By accessing or using the Services, you agree to these Terms. We reserve the right to amend or update these Terms at any time without prior notice. Any changes will be reflected on this page and the updated Terms will be effective as of the date of publication. You are encouraged to review these Terms periodically for updates.

3. Scope of Services

Energy Chleen provides a comprehensive waste management solution with a focus on biodegradable waste collection and recycling in Nigeria. Our services include:

- **Door-to-Door Waste Collection:** We offer convenient and mobile waste collection services at your doorstep, eliminating the need for open dumping.
- **Sorting and Recycling:** We offer an incentive program where you can earn rewards for each recyclable material you properly sort and place in your designated bins.
- **Waste-to-Construction:** We utilize innovative techniques to convert raw materials from waste into eco-friendly construction materials.
- **Waste-to-Energy Production:** Biodegradable materials from your waste are processed to produce biogas and generate electricity.

Services may vary based on location, client requirements, and availability.

4. Service Agreement

When you request our Services, you may be required to enter into a Service Agreement that will specify the details of your engagement with us, including pricing, frequency of service, and any other relevant information. The Service Agreement may be subject to modification as per the Company's policies. The Company reserves the right to modify or change the terms, services, and pricing at any time, and you will be bound by such changes upon the next service engagement.

5. Pricing and Payment Terms

Payment for services rendered is due according to the terms outlined in the service agreement. Energy Chleen reserves the right to set and adjust the pricing for our waste management services at its discretion. Pricing may change periodically based on operational costs, industry trends, and other factors. Energy Chleen is not obligated to inform clients of price changes, but the updated pricing will be applied to the services as per the Client's next engagement.

6. Client Obligations

- Clients are responsible for ensuring that all waste is properly prepared and sorted in accordance with Energy Chleen's guidelines.
- Clients must ensure that all waste for collection is accessible and properly placed at the agreed-upon location.
- Clients must not include hazardous materials or non-biodegradable items in the waste to be collected.
- Clients are responsible for informing Energy Chleen of any special collection requirements or changes to their waste disposal habits.

7. Client Responsibilities

Clients are responsible for ensuring that the waste materials provided for collection are properly prepared and meet the following guidelines:

- **Segregation:** Separate biodegradable waste from non-biodegradable waste.
- **Preparation:** Ensure waste is properly contained and accessible.
- **Hazardous Materials:** Do not dispose of hazardous materials through our service.
- Be present or make arrangements for collection.

8. Responsibilities Regarding Waste Material

Clients engaging with Energy Chleen acknowledge and agree to the following:

- **Source of Waste Material:** Clients are solely responsible for the origin and legality of all waste materials submitted to Energy Chleen for collection and recycling. By utilizing our services, clients affirm that they have obtained these materials through lawful means.
- **Liability Disclaimer:** Energy Chleen bears no responsibility for any theft, loss, or legal issues arising from the acquisition of waste materials by the client. Clients agree to indemnify and hold harmless Energy Chleen from any claims, damages, or liabilities resulting from the submission of waste materials that may be associated with theft or any other unlawful circumstances.
- **Compliance with Laws:** Clients must ensure that all waste materials comply with applicable laws and regulations governing waste disposal and recycling in Nigeria. Any violation of such laws will be the sole responsibility of the client.

9. Waste Collection Procedures

Documentation Requirements:

- Image capture
- Weight recording
- Quality assessment documentation
- Collection confirmation.

Collection Point Requirements:

- Accessibility
- Container specification
- Safety requirement
- Weather consideration.

10. Limitation of Liability

While Energy Chleen takes reasonable measures to handle waste responsibly, we cannot be held liable for any damages, injuries, or losses arising from the use of our services. Clients are responsible for ensuring that waste materials are adequately prepared for collection.

Energy Chleen is not responsible for damages that may occur to personal property, including containers, due to the collection process or handling of waste.

11. Termination of Services

Energy Chleen reserves the right to terminate or refuse service to any Client at its discretion and for any reason. Clients may terminate services as outlined in their Service Agreement.

12. Intellectual Property

All content and materials provided by Energy Chleen, including the App, logos, designs, and documentation, are protected by intellectual property laws and are the sole property of Energy Chleen. Clients agree not to use, reproduce, modify, copy, distribute, transmit, display, publish, sell, license, or create derivative works from this content without our express written permission. Unauthorized use of these materials is prohibited.

13. Compliance with Nigerian Law

These Terms comply with:

- Nigerian Consumer Protection Council Act
- Environmental Management Act
- National Environmental Standards and Regulations Enforcement Agency
- Environmental Impact Assessment Act
- Harmful Waste Act
- Anambra State Waste Management Authority Law.

AGENCY AGREEMENT

Energy Chleen reserves the right to accept and/or appoint individual/organization (“Agent” “Agency” or “the Collection Agency”) to work in agency with the company, to distribute the company’s services.

Whereas, the Company is engaged in providing waste management services, including waste collection, sorting, and recycling, the Agent is willing to act on behalf of the Principal to collect waste at agreed locations. Both parties agree to the following terms and conditions:

1. Purpose and Scope of Agreement

The Agent agrees to collect waste exclusively on behalf of Energy Chleen at the locations agreed upon by both parties. The Agent shall act as an independent contractor and is not an employee, partner, or representative of the Company. This Agreement is based on mutually agreed terms, including collection schedules, service areas, and other details as documented in writing. The Agent is authorized to perform waste collection services in accordance with the terms set forth in this Agreement.

2. Responsibilities of the Agent

- **Collection Services:** The Agent shall collect waste from the specified location(s) including door-to-door waste collection services in compliance with Energy Chleen’s waste management policies and guidelines.
- **Reporting:** The Agent shall ensure proper documentation of all collections, including image capture, weight recording, and quality assessments, as required by the Company.
- **Conduct:** The Agent must act professionally, ethically, and in compliance with all applicable laws and the Company’s standards.
- Ensure that all waste collected is properly sorted and prepared for disposal or recycling.
- Ensure proper handling and transportation of collected waste
- Meet all collection point requirements regarding accessibility, container specifications, and safety
- **Prohibited Actions:** The Agent shall not collect hazardous materials or any waste not approved by the Company.

3. Requirements

Collection Standards:

- Follow prescribed collection schedules
- Use appropriate collection equipment and vehicles
- Maintain cleanliness of collection areas
- Ensure proper waste segregation is maintained
- Record relevant details including date, time, location, and type of waste collected
- Document and report any reasonable suspicion regarding the unlawful acquisition or origin of waste materials presented for collection
- Cooperation with any subsequent investigation by the Company or relevant authorities
- Decline collection of materials where there is reasonable suspicion of unlawful acquisition, pending Company review.

Safety and Quality Control:

- Implement safety measures during collection
- Perform quality checks on collected waste
- Report hazardous materials immediately
- Maintain cleanliness of collection vehicles.

4. Responsibilities of the Company

The Company shall:

- Provide necessary training on waste collection procedures
- Supply required documentation forms and materials
- Provide collection schedules and route information
- Offer support for operational issues
- Process payments as per agreed terms
- Retain exclusive rights to approve, monitor, or reject the Agent's activities related to this Agreement.

5. Compensation

The compensation structure for the Agent's services will be determined based on mutual agreement between Energy Chleen and the Agency. Payment terms shall be outlined in a separate document.

6. Limitation of liability

The Agent indemnifies and holds the Company harmless from any claims, damages, or liabilities resulting from the Agent's actions, including but not limited to improper waste handling or violations of this Agreement.

The Collection Agency shall:

- Be responsible for any damages during collection operations
- Maintain appropriate insurance coverage
- Indemnify the Company against claims arising from collection activities
- Bear responsibility for any regulatory violations.

7. Termination of Agreement

The Company reserves the right to terminate this Agreement at any time without notice if the Collection Agency:

- breaches any terms of this Agreement
- fails to maintain required quality standards
- violates any environmental regulations
- mishandles client information or waste materials.

Upon termination, the Collection Agency must:

- Cease all collection activities immediately
- Return any Company property or materials
- Submit all pending collection documentation
- Transfer all client information to the Company.

8. Confidentiality and data protection

The Collection Agency shall:

- Maintain confidentiality of all client information
- Follow data protection requirements per Nigerian Data Protection Regulation
- Not share client information with third parties
- Protect all collection documentation and records.

This obligation is binding even after the termination of this Agreement.

9. Compliance with laws

The Agent agrees to comply with all Nigerian laws and regulations governing waste management and collection as listed in section 13 of the Terms of Service.

10. Modification of terms

Energy Chleen reserves the right to modify this Agreement at its discretion. Any modifications will be communicated and continued participation by the Agent shall constitute acceptance of the revised terms.

11. Governing law

This Agreement shall be governed by Nigerian law and subject to the jurisdiction of Nigerian courts.

PRIVACY POLICY

Energy Chleen is committed to protecting the privacy of its Clients. This Privacy Policy outlines how we collect, use, and protect personal information.

1. Information Collection

We collect personal information such as:

- Name, address, and contact details
- Payment information
- Information about waste disposal habits and preferences.

We collect this information to:

- Provide and improve our services
- Process payments
- Communicate with you
- Comply with legal obligations.

We collect the following personal information when you engage our services:

- Name
- Address
- Contact details (phone number, email)
- Payment information
- Waste disposal habits and preferences (with your consent).

2. Data Protection

We take reasonable measures to protect your personal information from unauthorized access, use, or disclosure. We implement appropriate security measures compliant with Nigerian Data Protection Regulation (NDPR). These measures include:

- Secure storage of your data
- Access controls
- Regular security audits.

However, no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee the absolute security of your personal information.

3. Your Rights

Clients have the right to:

- Access and review personal information
- Correct/Request correction of inaccurate information
- Delete their account
- Object to or restrict processing of your personal information
- Withdraw consent for the collection and use of your information (where applicable).

4. Data Sharing

Energy Chleen will not share your personal information with third parties except as necessary for the provision of our services or to comply with legal obligations.

5. Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Nigeria. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts in Nigeria.

6. Indemnity

You agree to indemnify and hold harmless Energy Chleen, its officers, employees, and agents from any and all claims, damages, liabilities, or expenses arising from your use of our services, including but not limited to claims related to improper waste disposal, failure to pay, or violations of these Terms.

7. Changes to Terms and Conditions

Energy Chleen reserves the right to modify these Terms and Conditions at any time. Any changes will be posted on this page with an updated effective date. You are encouraged to review the Terms periodically. Continued use of our services constitutes acceptance of any updates or changes to these Terms.

8. Contact Us

If you have any questions or concerns about these Terms and Conditions or our Privacy Policy, please contact us at support@energychleen.com.