

The person/parties visiting this site shall be hereinafter called “user”.

TERMS AND CONDITIONS

The use of this website is solely dependent on your acceptance of all Terms and Conditions stated herein and any other place on this website. If there should be, to an extent, any inconsistency between these Terms and our user, these Terms shall prevail.

DO NOT USE THIS WEBSITE OR ANY OF ZUURO TELECOMMUNICATIONS LIMITED PRODUCTS AND SERVICES, IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS STATED HEREIN ON THIS WEBSITE.

PRIVACY POLICY

Information that you provide or that we collect about you, through your access to and use of the Site, is subject to our Privacy Policy, the terms of which are hereby incorporated into these Terms by reference. We encourage you to read and become familiar with our privacy practices, as described in our Privacy Policy.

REGISTRATION

To access this website and use its services, you must have a **username** and a **password**. Upon registration, you may provide personal information, including your Email address (Login Details). You agree that all the information supplied on registration will be accurate and complete. It is your responsibility to inform us on any changes to that information. All personal information you provide us with, will be treated in accordance with our privacy policy.

The user is totally responsible for all activities which occur when using your Login Details, including payment for any Services purchased. You must notify us immediately if you become aware of any unauthorized access to your account. If you forget or lose your password, you should request a new password by visiting ‘Forget Password’. Login Details may only be used by a single user and are not transferable.

YOUR DETAILS

Zuuro will comply with all of its obligations under applicable data protection law with regard to relevant data in its possession relating to you. Details collected by us as part of Services will be treated in accordance with our Privacy Notice.

Please, note that sending of details via Email over the internet may not be secure and can be intercepted by third parties or incorrectly delivered. You should not divulge personal information over the internet unless you are using a secure or encrypted communications technology.

We shall be entitled, not obliged, to record all communications from, or instructions given by you to us, or messages sent by us to you, through the website.

USER INSTRUCTIONS

You shall ensure that all instructions given by you to us through the Website are accurate and complete, and that, where appropriate, you correctly identify the mobile phone number to which any Top-Up is to be sent.

More importantly, prior to confirming any instruction to us, you shall ensure that the instruction which is relayed back to you confirming the instruction that you send through the Website is the instruction which you intend to give. We are entitled to rely on any instruction from you and, for the avoidance of doubt; the processing by us of any such confirmed instruction shall be final and binding on you.

You shall carefully examine any Top-Up information received by you, or any other information provided by us to you through the Website from time to time and shall report any errors or omissions to us in writing within 30 (thirty) days from the date of Zuuro's invoice. In the event that no error or omission is reported by you within the time specified, we shall be entitled to rely on the conclusiveness of the relevant invoice and settlement report.

TRANSACTIONS ON THE ACCOUNT

The Top-Up service is only available on our website. To send Top-Up, you agree to comply with and undertake the provisions set out on the website. You authorise us to act upon any instruction to debit an Account received through the Website which has been transmitted using the username and password or any other authentication process which we may require to be used in connection with the Website without

requiring us to make any further authentication or enquiry, and all such debits shall constitute your liability.

The Top-Up service shall only be provided to you by Zuuro in respect of the mobile phone operators available on the Website which are subject to change and availability.

In the case of a third party mobile phone Top-Up , you will be required to input the third party mobile phone number, which any Top-Up is to be credited into the appropriate space on the Website. It is your responsibility to ensure that you have correctly inputted the number, after which you'll be asked to select the amount of Top-Up that you wish to credit that mobile phone number with.

The Top-Up mobile recharge cost will vary depending on the amount of Top-Up to be sent according to the denominations as indicated on the Site. The total cost and amount of the Top-Up mobile recharge transaction will be shown on the Site before you are asked to confirm and finalize the purchase. The actual amount charged for the Top-Up transaction may vary when an exchange rate has been applied because of foreign exchange (FX) rate differences of carriers and payment processors between the time of transaction and settlement. Additional fees such as Convenience fees for using online and digital channels may apply, as well as optional SMS text messaging and other value-added tax – each as shown on the Site prior to you confirming and finalizing the transaction.

The Top-Up is sent instantly by Zuuro to the appropriate number upon confirmed payment. Seldomly, there may be a short delay before the relevant mobile operator applies the Top-Up. We will send you a confirmation prompt which contains details of the Top-Up as soon as your Top-Up transaction has been successfully sent. You are required to issue the receiver with an appropriate receipt should in case a complaint comes up.

You agree and understand that Zuuro only acts on your authorisation to send Top-Up and the relevant mobile operator. You shall be solely liable to the recipient of Top-Up for the provision of services related to the Top-Up. Once the Top-Up is sent to a mobile phone number, it can be used immediately; therefore, it cannot be refunded or removed. To avoid this mistake, Zuuro will ask you to confirm if the mobile phone number you have provided is correct.

The Website can be accessed by the user as many times as possible. If any limitation is being placed, Zuuro will notify you ahead of time.

LOAN SERVICES

Zuuro also provides mobile recharge loan services. You will be required to select the Top-Up monetary amount to be credited to the mobile number. You will also be required to select the loan period at the appropriate place on the site. There is a limit to what a user can loan, which will be set by Zuuro on the website. Direct Carrier Billing Services or direct debit from the user's account will be used to retrieve the mobile recharge loan. Interest rate will apply; it will be added to the pay back.

PAYMENT METHODS

Zuuro will accept payments through Pay stack and Flutter wave, using a debit or a credit card. When you've made payment, it will be processed, until there is a confirmation of payment, services will not be rendered.

TERMINATION OF AGREEMENT

We may terminate the Agreement and withdraw the Website and the Services provided through it to a user, if:

- (a) in accordance with the terms of your Contract;
- (b) Immediately upon breach by you on any of the terms of this Agreement and provided you are informed by notice in writing as soon as it is reasonably possible after termination;
- (c) Immediately upon your inability to pay amounts due or other contractual incapacity;
- (d) You post or transmit any information or software which contains a virus, trojan horse, worm, or other disabling device or harmful component;
- (e) You post or transmit any information which is invasive of privacy or publicity rights or that violates or infringes in any way upon the rights of others.
- (f) You post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or

otherwise objectionable information of any kind, including, but not limited to, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law;

(g) We reasonably believe that the Website or any of the Services have been used negligently, illegally or fraudulently by you, or by a third party as a result of your negligence or recklessness.

We reserve the right to process or cancel any transactions in progress on termination of these Terms & Conditions or on suspension or withdrawal of the Services. We are not responsible for any loss you may incur as a result of any transaction not being processed as part of the Services after termination of these Terms & Conditions or after any suspension or withdrawal of the Services.

YOUR CONTRIBUTION

When you send us any feedback, suggestions, ideas or other materials in relation to us via our Website or the Services, you agree that we can use, reproduce, publish, modify, adapt and transmit them to others free of charge and without restriction, subject to our obligations in the Privacy Notice and Cookies Policy.

ACCESS TO THE WEBSITE

Access to and use of this Website is at the user's own risk. We do not represent or warrant that the use of this Website or any material downloaded from it will not cause damage to property, including but not limited to loss of data or computer virus infection. In no event do we accept liability of any description including liability for negligence for any damages whatsoever resulting from loss of use, data or profits arising out of or in connection with the access, use or performance of this Website or any its contents, or the Services.

When using the Services, you and we agree that we both will not attempt to repudiate the validity of your instructions relating to the Services or the communications regarding the instructions sent to you by us. Both you and we agree that the instructions, information, communications and/or authorisations given through the Services shall be treated as satisfying with any legal requirements for communication in writing.

ALTERATION OF THE AGREEMENT

We may alter these Terms & Conditions from time to time. Any such alteration shall become effective and shall be binding upon you 3 days after notice of such alteration has been sent to you by any of the following means: through the post, email or by posting a message on the Website. You shall be entitled, upon receiving notice of any alteration to these Terms & Conditions, to immediately terminate these Terms & Conditions but without prejudice to any rights or obligations which have arisen prior the termination date, including your liability for any indebtedness on any Account or which has otherwise arisen prior to that termination date.

CONFIDENTIALITY

You shall ensure that all information obtained from us, by you, relating to our operations, services, pricing, software, hardware and/or systems in connection with these Terms & Conditions shall be treated by you in strictest confidentiality and shall not be disclosed by you to any third party or used by you for any purpose, other than for the purposes of fulfilling your obligations under these Terms & Conditions.

INTELLECTUAL PROPERTY

You may only download, use, view and display the Website (and the Intellectual Property Rights therein) solely for the purposes of using the Services and in accordance with these Terms & Conditions. Except for where otherwise specified, the Intellectual Property Rights in, and contents of, the Website are owned by Zuuro Telecommunications Limited. Reproduction, copying, modification, alteration, or adaptation of part or all of the contents of the Website (including any graphics or trade marks) in any form is prohibited without Zuuro prior consent.

TEMPORARY WITHDRAWAL OF SERVICE

In the event of disruption to, or a failure of, unavailability, fault or malfunction of, or connected to, any product or system used in connection with the Website or the Services, or where there is a real or potential security risk, Zuuro shall be entitled, without incurring any liability to you, to temporarily suspend the relevant Services or access to the Website for such reasonable period as may be required to provide a remedy, address or resolve the issue. Zuuro may also suspend the Website and/or Services as required for maintenance (whether emergency or planned) or upgrade

work. You further agree and acknowledge that your access to the Website and/or Account and/or Services may be suspended where Zuuro reasonably believes that it has been used improperly, unlawfully or fraudulently.

SECURITY, MAINTENANCE AND AVAILABILITY

You agree, acknowledge and accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. In lieu to this, we cannot guarantee the privacy or confidentiality of communications via such media. However, Zuuro will put in place appropriate security measures to protect these methods of communications.

From time to time it may be necessary for security reasons, maintenance, upgrades or other reasons to:

- (a) make the Website (certain or all of the Services) unavailable to you; and/or
- (b) delay implementation of any new Services; and/or
- (c) withdraw, replace or reissue passwords; and/or
- (d) change authentication procedures or processes for accessing the Website or the Services and while we will use reasonable endeavours to minimise any inconvenience caused to you, you accept that these events may occur and that we have no liability to you in the event of this happening. Where we change authentication procedures for accessing the Website or the Services then, notwithstanding any other term of these Terms & Conditions, we may introduce these procedures by giving instructions to you via the Website in respect of which such procedures are being introduced.

LIMITED LIABILITY

Zuuro bears no responsibility for the improper, immoral, unauthorised, fraudulent or illegal use of the Website. Without prejudice to your rights under the Contract, Zuuro exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation any indirect, incidental, special, or consequential, exemplary or punitive loss or damage or any loss of income, money, data or goodwill) arising out of or in connection with your use of the Website or the Services. This does not limit in any way our liability for death or personal injury

caused by our negligence or for any other matter which it would be illegal for us to exclude our liability.

Zuuro's total liability in contract, tort (including negligence or breach of statutory duty), or misrepresentation, restitution, or otherwise, arising out of or in connection with these Terms & Conditions shall be limited to the appropriate then-current Account balance.

You agree and acknowledge that the Website and the Services and content provided through it are provided "as is". To the fullest extent permitted by law, Zuuro makes no warranties in relation to the use and availability of the Website or the Services provided through it.

AGENCY

You shall not represent yourself as an agent of Zuuro for any purpose, or pledge Zuuro's credit or give any condition or warranty or make any representation on Zuuro's behalf or commit Zuuro to any legal obligations or contracts and you may not subcontract or assign any of your rights or obligations under these Terms & Conditions without the prior written consent of Zuuro.

JURISDICTION

The Site is maintained, operated, and controlled by Zuuro Telecommunications Limited in Nigeria. These Terms shall be governed by and construed under the laws of the Nigeria Telecommunications Commission, without regard to conflicts of laws, principles or rules. Any legal action brought by a user that arises out of or relates to these Terms and your access to and use of the Site or its Content, will first go through a dispute resolution session. If no resolution is achieved, we will go through a court of competent jurisdiction in Nigeria.

SEVERABILITY

If, at any time, any provision of these Terms & Conditions (or any part of a provision of these Terms & Conditions) is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability the remainder of these Terms & Conditions (including the remainder of a provision where only part thereof is or has become illegal, invalid or unenforceable).

ACKNOWLEDGMENT

HAVING READ THROUGH ALL TERMS AND CONDITIONS, BY USING AND ACCESSING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND THE PRIVACY POLICY REFERENCED HEREIN.