**ABOUT APS**

APS has built a standard way for underbanked Nigerians to access basic banking services by converting airtime to cash deposits in bank.

**FEATURES**

**Make deposit to your bank account from wherever**

APS helps you convert excess MTN, Airtel, 9mobile and GLO airtime to funds in your bank account for a little charge. You can convert airtime pin or airtime loaded on your mobile phone to cash.

Users can deposit funds into accounts, which will be the equivalent of an airtime minus our charges of 10%.

**Purchase Airtime from all Mobile Operators in Nigeria**

Users can purchase airtime from our platform at 5% discount.

**Mobile wallet**

Users can create eWallets that can be funded via airtime/recharge. The User can either make a cash withdrawal from any of our outlets or using an ATM, or they can pay for goods and services online via transfers from their wallets.

**Small business loans**

Users can access soft business loans.

**Faster Payouts**

Sending money from your APS account is free and is usually completed within minutes.

## **FAQs**

### What is APS?

APS is an airtime payment solution that converts airtime to cash.

### How do I open an account?

Click on signup to create a free APS account.

### How do I deposit airtime on my phone?

After login in to your APS account click on deposit money and select the appropriate mobile carrier. Finally, you are required to transfer the airtime from your phone to the mobile number shown to you on that page.

### How much is the deposit charge?

We charge only 10% on all deposits.

### How do I transfer to my bank account?

Click on the transfer money link and enter the amount and select the bank account you want to transfer to.

### How long does bank transfers take?

Transfers from your APS account to your bank account are usually completed within 5

### Do I pay for bank transfers?

No. We do not charge any fee for bank transfers from your wallet. You only pay for deposits into your wallet or bank account.

### Can I save with airtime on my APS account?

Yes. Click on MyWallet once logged in to set the amount you want to save and the tenure of your savings. Interests are paid on all savings on your Wallet account.

**TERMS AND CONDITIONS**

By using our site, the following conditions must be adhered to:

**1) Sign up**

1.1) You must have read and understood fully our disclaimer, terms and conditions, privacy policy before sign up.

1.2) You are required to sign up with your real names which must tally with your bank account name.

**2) Deposits**

2.1) You are required to login to our site, create a request by typing in your airtime pins or using the share 'n' sell method.

2.1.1) If you are depositing via airtime pins, it is advisable you go through the pins typed before submitting. APS reserves the right to deactivate your account if our system detects multiple invalid pins by a single user.

2.1.2) If a user is depositing using the share 'n' sell method, you are required to create a request before transferring the airtime to the number that displayed while creating your request. On the successful submission of your transfer request, sending your airtime across to APS should not exceed 10 minutes, otherwise, the system invalidates your request and tenders it void and invalid.

2.1.3) It is advised you create a request or make a deposit by yourself. APS will not bear the consequences of whatever issue that comes up as a result of you disclosing your login details to a third party.

**3) Responsibility**

3.1) You are responsible for any airtime you sell to us. By selling to us, you can confirm that it rightfully belongs to you and that it was gotten through a legitimate source. APS will not be held responsible for any fraudulent airtime being sold to her.

3.2) In a situation where fraudulent cases arises as a result of the airtime you sold to us with detailed proofs, we will be compelled to give out your transaction details to the bodies involved for necessary investigation.

3.3) APS advices her customers to transact with a designated phone numbers belonging to them alone. If you feel you are incapacitated at the moment, thereby obligating you to allow the third-party send airtime through you, you shall also take full responsibility of it.

**4) Fees and Charges**

4.1) APS accepts airtime of all networks. The discount rate for all networks is 10%.

4.2) These discount rates are not fixed. APS reserves the right to alter it at any given point in time without a prior notice to the customers.

4.3) APS charges fifty naira for any withdrawals less than five thousand naira.

**5) Spamming**

5.1) By using our site, you have agreed not to spam it with invalid airtime pins or share 'n' sell requests. You stand the risk of having your account closed permanently and losing your balances (if any) when found wanting.

5.2) While creating any deposit request using the share 'n' sell method, endeavor to input correctly your number with which you are using to send the airtime, otherwise, the system considers it as spamming.

**6) Multiple Accounts**

6.1) A user is entitled to just one account. Any user found with multiple accounts stands the risk of having one of his accounts closed permanently without refund of his/her balance if any.

**7) Civility**

7.1) As courtesy demands, registering with us means you support a civil environment and should not by any way harass or speak against other users. If found wanting, you stand the risk of getting your account deactivated permanently.

7.2) If a customer is offended either by virtue of coincidence, misconception or website activities, he or she must channel his anger appropriately. This is done by forwarding an elaborate complaint to the website ADMIN via the official mail stated boldly on our website. This will be treated with matter of urgency and have it resolved as soon as possible.

**8) Contacts**

8.1) APS phone lines includes 080XXXXXXXX, 080XXXXXXXX and mail (getaps@gmail.com). We hereby urge you to disregard any other number or mail parading itself as APS.

**9) Third Party Transactions**

9.1) In a situation where a client allows his transaction to pass through another client before getting to us, APS wishes to state it categorically that the last person that had the direct contact with us will bear the full responsibility of the airtime he is sending. If by any means the airtime involved is faulted, we might be obligated to give out your details to the relevant authorities.

**10) Security**

10.1) Your login details and passwords is very confidential, endeavor to keep it safe and personal. At the notice of any fraudulent activity on your account, do not hesitate to report to APS either by our phone lines or email.

**PRIVACY POLICY**

Below are the policies guiding our site usage:

1.1) Your personal information (emails, name and bank details) provided to APS during sign up belongs to you by default.

1.2) You have full access over your account.

1.3) APS has the best security practice, therefore your personal details are well secured.

1.4) On no account will your details be made known or given to any third party unless if obligated by the relevant authorities.

1.5) We will not bear the consequences of whatever happens to your account when you reveal your login information to anyone.

1.6) Always report to APS by mailing us via getaps@gmail.com, if any fraudulent activity or suspiciousness as regards your account is being noticed.

**APS CUSTOMER AGREEMENT**

By registering for one or more accounts or using the products and services (collectively, the "Service") provided by APS, Inc. ("we" "us" or "our"), the applicant (if registering as an individual) or the business employing the applicant (if registering as a business) ("you" or "your") accepts this agreement (the "Agreement"). You may not use or access the Service unless you agree to this Agreement.

**General Terms**

**1. Application; Policies and Specific Terms; Precedence**

**1.1 Application of Agreement.** This Agreement applies whether (a) you access the Service using any service, website or application (collectively, "Application") of a third party or one owned or controlled by us or any entity controlled by, in control of, or under common control with us (an "Affiliate"), or (b) you make or accept payments or you initiate payments on behalf of other customers through an Application.

**1.2 Agreement Structure.** This Agreement incorporates, and you accept and agree to, the following: (a) Section 1 through Section 11 of these terms (the "General Terms"), (b) the policies, notices, procedures, Specifications (described below) and guidelines that are provided or made available to you, appear on our website located at www.getaps.tech (such site, and any successor site, the "Site") or are referenced in this Agreement (collectively, the "Policies"), and (c) the specific account terms that apply to the accounts available through the Service (the "Specific Terms").

**1.3 Precedence.** In the event of any conflicts between the Policies and these General Terms or the Specific Terms, the General Terms or Specific Terms will prevail unless a Policy expressly states that it supersedes the General Terms or the Specific Terms. In the event of any conflict between the General Terms and the Specific Terms, the Specific Terms will prevail.

**1.4 Amendment.** We may modify this Agreement, the Specifications, the Policies, the APS Materials (described below), or the Service at any time. We will post any modification to this Agreement to the Site. Except as specified in the Specific Terms, the modification will become effective upon the earlier of posting it to our Site or otherwise communicating it to you, and you will be deemed to accept the modification if you use the Site or the Service after it has been posted. If you do not accept a change to this Agreement, the Specifications, the APS Materials, or the Service, your sole remedy is to contact us and close your account. Except as expressly provided above, no modification or amendment of this Agreement will be binding on us unless set forth in a writing signed by us.

**2. Registration**

**2.1 Eligibility.** To use the Service, (a) you must have a valid mobile number and create a payment account with us (a "Payment Account") by providing complete and accurate registration information, (b) if the applicant is registering as an individual, the applicant must be at least 18 years old, or if the applicant is registering on behalf of a business, the applicant must be duly authorized to enter into this Agreement on behalf of the business, and (c) you must be (i) a permanent Nigerian resident (which does not include holders of Nigeria visas), (ii) a Nigerian citizen, or (iii) a business entity authorized to do business and having a physical presence in the Nigeria. However, you may open a Personal Account with limited functionality even if you are not a permanent Nigeria resident (which does not include holders of Nigeria visas) or a Nigeria citizen. We may refuse at any time and for any reason to provide the Service to anyone.

**2.2 Creating Accounts.** Your APS Account is created using your mobile number. Customers are limited to one (1) APS account. Multiple phone numbers can however be linked to the same account. You may be required to provide additional information.

**2.3 Verification.** We may at any time require you to provide information to verify your identity before we permit you to access some or all of the features of the Service. That information may include without limitation valid address, a valid Nigerian issued identity card, a valid checking, savings or other domiciliary bank account at a financial institution in Nigeria that has been verified by the process outlined on our Site (your "Bank Account"), or other financial, business or personal information. We may make, directly or through third parties, inquiries to validate information that you provide to us. You authorize us to establish, update, or renew your Payment Account with us or in the event of a dispute relating to this Agreement or the activity under your account. You are solely responsible for taking appropriate steps to verify the identity of other users of the Service with whom you transact. You must update all Payment Account information promptly upon any change.

**2.4 Your Mobile Number.** Your mobile number and a password that you select will be used to access the Site and, if applicable, merchants and for communications with you (as further described in Section 11.1). You may be required to verify your mobile number depending on features of the Service that you would like to use. You also may be prompted to answer several security questions or be issued access keys or credentials that may be used to enable access to the Service and authorize transactions. Your password and access keys or credentials are your "Credentials." You are responsible for maintaining the secrecy and security of your Credentials and for any use of or action taken under your Credentials. You should not disclose your Credentials to any third party (other than third parties authorized by you to use your account). If your Credentials are compromised, you must change your Credentials immediately and notify us immediately.

**3. Your APS Account**

**3.1 Account Types.** Three types of Payment Accounts are available through the Service: Personal Accounts, Business Accounts, and Agents Accounts. Specific Terms applicable to each of these Payment Accounts are provided in addition to these General Terms.

**3.2 Account Balances.** You are not required to maintain a Balance to use the Service. When you carry a Balance, you appoint us as your agent with respect to your Balance. Your Balance is not insured by any insurance agency. Prior to disbursing funds to you, we may combine your Balance with the funds of other users of the Services (or of similar services we offer). You will not receive interest or any other earnings on your Balance. To the extent required by applicable laws, we will not use any funds held on your behalf for our corporate purposes, will not voluntarily make such funds available to our creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit our creditors to attach your Balance.

**3.3 Savings Account.** Customers who save with APS must save through their Wallet account. To be able to earn interest you must reach your set target and must not terminate the Wallet account before the end of the savings tenure. It is up to APS to decide the interest that will be paid to your Wallet account.

**3.4 Account Limits; Deposit Limits; Withdrawal Limits; Availability of Funds.** Your Payment Account may be subject to certain limits, which may affect your ability to deposit or receive payments or to withdraw funds. Any limits may be modified at any time. These limits may be affected by several factors, including without limitation our assessment of the risk associated with your APS Account, frequency of transactions, the information you provide, our ability to verify your account information, and requirements of law. In addition to account limits, we may restrict transactions to or from your account or limit access to funds in your Payment Account in an amount and for a period of time we deem necessary to protect us or other users including without limitation if (a) we are subject to financial risk, (b) you have violated any term of this Agreement, (c) you have pending Chargebacks or we believe you may have Chargebacks, (d) any dispute exists involving your Payment Account or transaction conducted in connection with your Payment Account, (e) needed to protect the security of our systems, or (f) required by law or court order or if otherwise requested by law enforcement or any governmental entity. We may inspect your Payment Account for any reason.

**3.5 Account History.** When a deposit, payment, or withdrawal is authorized to or from your Account, we will update your account activity on the Site or merchant (as applicable) and provide you a transaction confirmation. The confirmation will serve as your receipt. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your Payment Account and your use of the Service and (b) reconciling and monitoring all payment activity to and from your Account and all transactional information associated with your Account.

**3.6 Unauthorized Account Activity.** If you believe that there is an error or unauthorized transaction or activity associated with your Payment Account, you should contact us immediately.

**3.7 Compliance with Law and Specifications.** You will at all times adhere to all law applicable to your use of the Service. Without limiting the foregoing, you may not act as a payment intermediary, aggregator or service bureau or otherwise resell the Service on behalf of any third party, including without limitation the handling, processing, and transmission of funds for any third party. Please review our Acceptable Use Policy for a list of prohibited activities. You will comply with any technical and operational specifications provided or made available by us from time to time with respect to the Service (the "Specifications").

**4. Your Payment Transactions**

**4.1 Our Role**. Except for our limited role in processing payments that you authorize or initiate, we are not involved in any underlying transaction between you, any other user, or any merchant. We are not a bank and do not offer banking services. We may use the services of one or more third parties to provide the Service and process your transactions (each a "Processor"). Except for qualifying transactions under our Payment Protection Policy described in the Specific Terms for Agent Accounts and Business Accounts, we do not guarantee payment on behalf of any user. We are not a selling agent in connection with any sale or purchase by you of goods or services to any person. We have no control over the quality, fitness, safety, reliability, legality, or any other aspect of any good or service that you may purchase or sell using the Service or any Provider's Application that you may use to access the Service.

**4.2 Your Authorization.** You authorize us to hold, receive and disburse funds in accordance with your payment instructions, whether provided to us directly or through a Merchant's Application, and whether to us in our own capacity or in our capacity as payment processor acting on behalf of sellers of goods or services and other third parties that have appointed us as agent for the limited purpose of receiving payments. Your authorization permits us (a) to debit or credit your Balance, a Bank Account, or any other payment method we accept, or (b) to process payment transactions that you authorize by generating a pin or an electronic funds transfer. When you instruct us to pay a user, you authorize and order us to commit your payment (plus any applicable fees or other amounts we may collect under this Agreement) to that user. Your authorizations will remain in full force and effect while you maintain your Payment Account with us and for any Bank Account.

**4.3 Transaction Limits.** We may delay, suspend or reject a transaction for any Payment Account for any reason, including without limitation if we suspect the transaction subjects us to financial or security risk or is unauthorized, fraudulent, suspicious, unlawful, in violation of the terms of this Agreement, subject to dispute or otherwise unusual.

**4.4 Receiving Payments.** Subject to this Agreement, we will deposit to your Payment Account the amounts actually received by us for transactions submitted through the Service (less any applicable fees or other amounts we may collect under this Agreement). Unless we, in our sole discretion, elect to deposit funds earlier, funds for any given transaction will not be deposited until we have received or sent the funds and we or the designated financial institutions have accepted the transaction or funds.

**5. Payment Terms**

**5.1 Our Fees.** You agree to pay the applicable fees listed on our Fee Schedule ("Fees") whenever you use our Service. We reserve the right to change our Fees at any time. All Balances and all fees, charges, and payments collected or paid through the Service are denominated in Nigerian currency. All Fees are charged at the time we process a transaction.

**5.2 Set-off and Collection Rights.** Without limiting our other rights, we may set-off or deduct any amount you owe us or our Affiliates from your Balance, any proceeds due to you, your Bank Account, and/or other payment instrument registered with us. If we are unable or do not wish in our sole discretion to set-off any amount you owe us or our Affiliates, you will immediately pay us, upon demand, such amount. You also agree to pay all costs and expenses associated with collection in addition to the amount collected, including without limitation any applicable interest, attorneys' fees, court costs, collection agency fees, and other legal expenses.

**5.3 Processing Errors.** If there is an error in the processing of any transaction, you authorize us to debit or credit your APS Account, as applicable, to correct such error. If we are unable to debit your Account you select for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other payment instrument that you have on file with us.

**5.4 Taxes.** You are responsible for determining any and all taxes and duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with any request for or performance of the Service, the sale or purchase of any products or services for a transaction, or otherwise in connection with any action, inaction, or omission by you or any affiliate of yours, or any of your or their respective employees, agents, contractors, or representatives ("Taxes"). You also are responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We may provide you a means for you to determine and apply taxes to your transactions, but we and our Affiliates are not obligated to determine whether taxes apply and are not responsible for calculating, collecting, reporting, or remitting any taxes to any tax authority arising from any transaction. Information about you and your transactions using the Service may be reported to the Federal Internal Revenue Service (“FIRS”).

**6. Term and Termination**

**6.1 Your Rights.** Unless otherwise agreed in writing by you, you may terminate this Agreement by closing your Payment Account at any time. You may not close your Payment Account as a means of evading withdrawal restrictions.

**6.2 Suspension or Termination by Us.** We may suspend this Agreement or terminate this Agreement and close your Payment Account for any reason at any time upon notice to you.

**6.3 Effect of Termination.** We will not be liable to you for compensation, reimbursement, or damages of any kind in connection with any termination or suspension of the Service. Upon termination of this Agreement for any reason: (a) we may elect to cancel any pending transactions, (b) you will remain liable for all fees, charges, and other payment obligations that have been incurred through the date of termination, (c) subject to the terms of this Agreement, any funds that we are holding in custody for you at the time of termination, less any amounts you owe us, may be withdrawn if all withdrawal-related authentication requirements have been fulfilled, (d) all license or other rights granted to either party under this Agreement will immediately terminate, (e) you will return or destroy and cease use of all APS Materials and Trademarks (described below), and (f) your access to the Site will be terminated, and we will have no obligation to you to store, retain, report, or otherwise provide any copies of, or access to, any records, documents or other information in connection with your Payment Account or the Service. In addition to any payment obligations under this Agreement, other sections of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: 3.3 (with respect to any existing Reserve).

**7. Privacy and Confidentiality**

**7.1 Limits on Your Use of Information.** In connection with the Service, you agree not to ask for or require any user to provide bank account, or other information related to a payment method. To facilitate the transactions between our users, you may have access to certain personal information, including without limitation names of customers or recipients, e-mail addresses, mobile numbers, shipping addresses and other personally identifiable information of users (collectively, "Personal Information"). You will not, and will cause your affiliates not to, directly or indirectly: (a) use any Personal Information in any way inconsistent with your privacy policy or applicable law, (b) contact a person that has ordered your goods or services to influence the person to use an alternative payment method for a transaction that has been submitted through the Service, (c) disparage us, our Affiliates, or any of their or our respective products or services, (d) use any Personal Information in connection with any telemarketing (or similar) campaign, or (e) target communications of any kind on the basis of the intended recipient being a user of our Service or customer of ours or our Affiliates. Subject to the foregoing, you may disclose and use Personal Information as necessary to complete the transaction, to provide customer service and for marketing purposes, provided that you post and maintain a privacy policy outlining your handling and use of Personal Information that complies with applicable law, and you provide customers the opportunity to opt-out or opt-in (as required by applicable law) of receiving any marketing communications (whether by you or any third party other than us and our Affiliates). You may disclose Personal Information to a third party only if you do not identify any user (or group of users) as a user of the Service or customer of ours or our affiliates and you ensure that every recipient uses the information only for the purposes for which it was disclosed and complies with the restrictions applicable to you related to that information (including without limitation under this Agreement and your privacy policy). You are liable to us for any misuse or breach of such restrictions by such recipient. The terms of this Section 7.1 do not prevent you from using information that you collect independently from the Service or information that you acquire without reference to Personal Information for any purpose, even if such information is identical to Personal Information; provided that, you may not target communications of any kind on the basis of the intended recipient being a user of our Service or customer of ours or our Affiliates.

**7.2 Confidential Information.** You may receive information relating to us or our Affiliates or to the Service that is not known to the general public ("Confidential Information"). You agree that: (a) all Confidential Information will remain our exclusive property, (b) you will use Confidential Information only as is reasonably necessary for your participation in the Service, and (c) you will not otherwise disclose Confidential Information to any other person.

**8. License**

**8.1 APS Materials.**

**8.1.1 Limited Use.** During the term of this Agreement, you may use the Service and the APS Materials only for your internal purposes and solely to the extent necessary for your permitted use of the Service.

**8.1.2 Restrictions.** You may not, and may not attempt to, directly or indirectly: (a) transfer, sublicense, loan, sell, assign, lease, rent, act as a service bureau, distribute or grant rights to any person or entity in the Service or the APS Materials, (b) remove, obscure, or alter any notice of any Trademark, or other intellectual property or proprietary right appearing on or contained within the Service or on any APS Materials, (c) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the APS Materials; provided that, the foregoing shall not prevent you from making derivatives of software that is designated by us as "sample code" or is otherwise made available by us on the Site in accordance with separate license terms accompanying such software expressly permitting the creation of derivatives, or (d) reverse engineer, disassemble, or decompile the APS Materials or the Service or apply any other process or procedure to derive the source code of any software included in the APS Materials or as part of the Service. All rights granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service you have used.

**8.1.3 Suggestions.** If you provide any suggested improvements to the Service Offerings ("Suggestions") to us to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

**8.1.4 Definition.** "APS Materials" include any software (including without limitation developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including without limitation the Specifications and any integration guides) developed and provided by or made available by us or our Affiliates to you in connection with the Service. APS Materials do not include any software, data or other materials specifically made available by us or our Affiliates under separate license terms or that were created by a third party, including without limitation software provided under an open source license.

**8.2 Trademarks.** "APS", "Pay with APS", the "getaps" Design, and other related designs, graphics, logos, page headers, button icons, scripts, and service names that we provide in connection with your use of the Service are trademarks, registered trademarks, or trade dress of APS, Inc. or its Affiliates in Nigeria and/or other countries (collectively, "Trademarks"). You may use the Trademarks only as expressly permitted herein. All other trademarks not owned by us that appear on the Site or merchants websites or in connection with the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

**8.3 Reservations.** Other than the limited use and access rights and licenses expressly set forth in this Agreement, we and our Affiliates reserve all right, title and interest (including without limitation all intellectual property and proprietary rights) in and to the Service, APS Materials, the Trademarks, and any other technology, software and intellectual property that we provide, make available or use to provide the Service, the Site, APS Materials. We also reserve the right to determine and control all aspects (including all functionality) of the Service, APS Materials as well as the right to re-design, modify and remove any or all aspects of them. Except for the limited use and access rights and licenses described in this Agreement, you do not, by virtue of this Agreement, acquire any ownership interest or rights in the Service, the Site, APS Materials, the Trademarks, or such other technology, software, or intellectual property provided or made available by us or our Affiliates.

**8.4 Press Releases.** You must not issue any press release or make any public statement related to the Service, or except as expressly provided in this Agreement, use our or any of our Affiliates' names or Trademarks in any way without our prior written permission.

**9. Representations and Warranties**

**9.1 By You.** You represent and warrant to us that: (a) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement and grant the rights, licenses, and authorizations you grant under this Agreement, (b) the name identified by you when you registered is your name or business name under which you sell goods and services, (c) you will use the Service only to transact on your own account and not on behalf of any other person or entity, (d) you will fulfill all of your obligations to each user for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser and, if applicable, the Buyer Dispute Program, (e) you and all transactions initiated by you will comply with all law applicable to you, and (f) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

**9.2 Disclaimer.** The Site, the APS Materials and the Service are provided on an "as-is" basis. To the fullest extent permitted by applicable law, we and our Affiliates disclaim, and make no, representations or warranties of any kind, express or implied, regarding the Site, APS, the Service, or any Application, including without limitation (a) any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title or non-infringement, (b) that the Site, APS Materials, the Service, or any Application will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error or will contain any particular features or functionality, or (c) any implied warranty arising from course of dealing or trade usage.

**10. Limitation of Liability**

**10.1 No Indirect or Consequential Damages.** To the fullest extent permitted by applicable law, we and our Affiliates (and our and their respective employees, directors, agents, and representatives) will not be liable for any indirect, incidental, punitive, or consequential damages arising out of or in connection with this Agreement, the Site, APS Materials, the Service (including without limitation the inability to use the Service), or any Application using our Service.

**10.2 No Liability for Transactions or Delays.** In addition, and without limiting the foregoing, to the fullest extent permitted by applicable law, we and our Affiliates (and our and their respective employees, directors, agents and representatives) will not be liable for (a) any damages arising out of or in connection with any services, products, purchases, or transactions entered into through the Service, or (b) delay by us or our Affiliates (or our or their respective employees, directors, agents, and representatives) in performing our obligations under this Agreement, regardless of whether the failure or delay is caused by an event or condition beyond our control.

**10.3 Limited Aggregate Liability.** In addition, and without limiting the foregoing, to the fullest extent permitted by applicable law, in no event will the aggregate liability of us or our Affiliates (and our and their respective employees, directors, agents and representatives) arising out of or in connection with this Agreement or the transactions contemplated hereby, whether in contract, tort (including negligence, product liability, or other theory), warranty, or otherwise, exceed the amount of fees earned by us in connection with your use of the Service during the three-month period immediately preceding the event giving rise to the claim for liability.

**10.4 Maximum Effect.** The laws of certain states or other jurisdictions do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement. Our and our Affiliates' (and our and their respective employees, directors, agents and representatives) liability is limited to the greatest extent permitted by law.

**11. General Provisions**

**11.1 Electronic Notices and Your Consent.** We primarily communicate with you via the Site, and the mobile number we have on file for you. By registering for the Service and accepting the terms of this Agreement, you affirmatively consent to receive notices electronically from us (your "Consent"). You agree that we may provide all communications and transactions related to the Service and your Payment Account, including without limitation agreements related to the Service, amendments or changes to such agreements, or any Policies, disclosures, notices, transaction information, statements, policies (including without limitation notices about our Privacy Notice), responses to claims, and other customer communications that we may be required to provide to you by law (collectively, "Communications") in electronic format. Communications may be posted to the Site or sent by e-mail to the address we have on file for you, and all such Communications will be deemed to be in "writing" and received by you when sent to you or published on the Site. You are responsible for printing, storing, and maintaining your own records of such Communications. You must send notices to us at the designated e-mail address(es) on the Site or through the submission forms on the Site. We reserve the right to discontinue or modify how we provide Communications. We will give you prior notice of any change. Your continued Consent is required to use your Payment Account. To withdraw your Consent, you will need to close your Payment Account.

**11.1.1 Requirements.** To access, view, and retain Communications, you must have a computer with a JavaScript enabled Internet browser that supports 128-bit encryption (such as Microsoft Internet Explorer v7 or later) and access to a personal, valid mobile number. You are responsible for any costs or fees associated with these requirements, including without limitation charges for telecommunications services. We will give you prior notice if we make a change to the requirements for receiving Communications.

**11.1.2 Updating Your Information.** It is your responsibility to ensure that your e-mail address is accurate and remains current. To ensure that we are able to provide you with important Communications, you must update us with any change in your mobile number. The scope of this Consent applies to the mobile number that we currently have on file for you.

**11.1.3 Requesting Paper Copies.** Communications will not be distributed in paper unless you contact us and request a paper version of a particular document. We reserve the right to charge you a handling fee for any notices that we physically mail to you at your request or because your e-mail address fails.

**11.2 Governing Law; Venue.** The Service, the Site is arranged, sponsored, and managed by us and our Affiliates in Nigeria. By visiting the Site or using the Service, you agree that applicable federal law without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us or any of our Affiliates.

**11.3 Assignment.** You may not assign or transfer any rights, obligations, or privileges that you have under this Agreement without our prior written consent. Subject to the foregoing, this Agreement will be binding on each party's successors and permitted assigns. Any assignment or transfer in violation of this section will be deemed null and void.

**11.4 No Waiver.** We will not be considered to have waived any of our rights or remedies, or portion of them, unless the waiver is in writing and signed by us. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

**11.5 No Agency.** Nothing in this Agreement is intended to or creates any type of joint venture, employee-employer, creditor-debtor, escrow, partnership, or any fiduciary relationship between you, us or our Affiliates. Further, except as expressly provided for the limited purpose of processing payments in accordance with the Specific Terms for Business Accounts and Seller Accounts: (a) neither party shall be deemed to be an agent or representative of the other by virtue of this Agreement, (b) neither party is authorized to, or will attempt to, create or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other party, and (c) without limiting the generality of the foregoing, neither party will enter into any contract, agreement, or other commitment, make any warranty or guarantee, or incur any obligation or liability in the name or otherwise on behalf of the other party.

**11.6 Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect and, upon our request, the court will construe any invalid or unenforceable portions in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement and the rest of the Agreement remains in full force and effect.

**11.7 Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter of this Agreement.

**11.8 Cumulative Remedies.** All of our rights and remedies are cumulative, not alternative, and the exercise of any right or remedy by us will not eliminate or limit our ability to exercise any other right or remedy, except to the extent required by law.

**SECURITY**

**Safer from threats.**

At APS, we set the standard for fraud prevention by delivering holistic security solutions to minimize fraud across major payment types and channels - including online, offline or mobile payments. We keep an unwavering focus to stay ahead of cyber crooks through innovating and investing in industry-leading technology.

**Information well-guarded.**

Your security is our top priority. We combine world-class anti-fraud detection with 24/7 account monitoring to keep you safer. Your personal and financial details are securely encrypted to ensure your money and information stays safer when you pay with APS. Plus, your financial information is never shared.

**Password Security**

When you log in to your account, we take precautions to protect your account. First, whenever you log in to your APS account, you log in using a secure server connection (https://). We use Secure Socket Layer (SSL) with 128-bit encryption, the industry standard in secure server protection.

Your account is also protected by a unique password created by you. You should not use common words or phrases as your password. Instead, your password should be at least six characters, comprising both numbers and letters in both upper and lower case. We also recommend that you keep this password confidential. Sharing your password can compromise the security of your APS account.

**CONTACT US**

**By Phone**

We are here to help. Speak with someone from APS. Call us on 080XXXXXXXX for all account, deposit, withdrawal, developer or business enquiries

**Email Support**

Email us: help@getaps.com for account and payment related enquiries

For business and developer enquiries email: business@getaps.com

**Chat with Us**

We are available on WhatsApp for all enquiries and questions regarding APS.

WhatsApp: 080XXXXXXXX