

TERMS AND CONDITIONS OF IPERCASH SERVICE

OBJECT.

These General Conditions govern the conditions of access and use of the IPercash application (and for the purposes of these General Conditions, the term "application" includes our website, the mobile application and associated services (designated by the By accessing, subscribing to and using this Service, you agree to be bound by these General Conditions. If you refuse to be bound by these General Conditions, do not access do not subscribe to or use this Service.

In these General Conditions, the terms "IPERCASH", "we", "us" and "our" refer to IPERCASH, a product of IPERMEDIA SAS and to its employees and directors.

The terms "you", "your" and "your" refer to users of the Service, whether as Senders, Beneficiaries, other users or visitors to this website.

These Terms and Conditions take effect from the date you access, register or use the Service for the first time. These Terms and Conditions may be subject to change from time to time.

The Service is designed: (a) to help users send money to family and friends, and (b) to allow users to pay for services and purchase products. You can only send money through the Service to people whose exact phone number you know and who have an Orange Mobile Money subscription in Cameroon or MTN Mobile Money in Cameroon. The transfer ceiling is 100,000 FCFA.

The use of the Service is subject to the payment of the shipping costs mentioned in the online form ("Customer Fees"). We will not charge any other fees for the Transfer.

Our Service is aimed at people 18 and over, cannot be used for fraud, fraud or gambling, and can only be used for lawful purposes. IF YOU ASK US TO PAY A PERSON WHO FRAUD YOU OR WHO DOES NOT RESPECT ITS OBLIGATIONS TOWARDS YOU, WE CANNOT BE HELD RESPONSIBLE.

You must create a "Profile" to use the Service. To do this, you must provide certain personal information, a "User ID" (which is your e-mail address and which is used for identification purposes and to log in to your Profile) as well as a password. Pass that you should not communicate to anyone. All the information that you provide will be recorded in your Profile, and will be kept by us or our "Service Providers" (company (ies) that we or our subcontractors have engaged to provide the IPercash Service online).

Before making any Transfer, you agree to update your Profile if your email address or other contact information in your Profile changes.

A history of your Transfers will be published on the section of your Profile on our application. You can access the registry at any time by logging into your Profile.

We will communicate with you electronically (by e-mail, for example) unless the law or regulatory requirements require us to communicate with you otherwise. If you do not wish to receive electronic communications, you cannot use our Service

We may at any time, without notice (except as required by applicable law) and without liability to you, terminate or suspend your access to your Profile at any time, including without limitation, if: (a) you attempt to Transfer or demand funds from a credit or debit card that does not belong to you or that does not have enough funds or that has expired, or if you pay by credit card and there is insufficient credit available; (b) your banking institution attempts to charge back a Transfer because of a dispute concerning it; (c) your information, that of your credit or debit card or that of your Beneficiary is incorrect or incorrect; (d) you attempt to tamper with, hack, modify or otherwise corrupt the security or functionality of the Service; (e) we receive complaints about ownership of the funds or the right to withdraw them from a debit or credit card account; (f) you have breached any of the provisions of these General Conditions, or if a representation or guarantee that you make in these General Conditions is incorrect; (g) we consider your Profile to be inactive; (h) we believe that the Transfer could expose us to intervention by the government or other regulatory body.

By logging in to your Profile, completing the details of the Transfer, checking the box in the General Conditions, clicking on the "SUBMIT"

button, paying the Customer Fees and the amount of the Transfer as indicated on the online form by credit card. credit / debit, you acknowledge that you (i) accept the terms of these General Conditions, (ii) consent to the execution of the Transfer, (iii) agree to be bound by the terms of this Transfer, (iv) confirm that the information in the online form that you have provided is true and correct, (v) authorize us (or any other person authorized by us) to debit your credit / debit card for the purposes of the amount of the Transfer and Customer Fees. If we are unable to complete the above debit or if the payment is cancelled, we will have no further responsibility for you under these General Conditions.

After receiving your Transfer request, we will confirm the Transfer by email and give you a reference number.

We will report Transfers to government authorities, if required to do so by law, and we may refuse to provide the Service to you (in part or in whole) if we reasonably believe that: (a) in doing so, we may be violating an IPercash policy (including policies to prevent fraud, money laundering or the financing of terrorism) and / or violate any law, regulation, code or other obligation that applies to us or any requirement from an authority government or regulatory authority; (c) it could be linked to illegal or fraudulent activity, or (d) it allows us to protect our interests. In any event, we will provide you with the reasons for our refusal if the law allows it.

If you believe that a Transfer has not been carried out correctly or has been unsuccessful, you must write to us or call us within a reasonable time to keep you informed of the status of the Transfer. We will not reimburse Transfers if you notify us late and in any event if you inform us more than 3 months after the date of dispatch of the Transfer. If you ask us, we will immediately investigate a Transfer that has not been completed correctly or has not been completed and will keep you informed.

2. DEFINITIONS

In these General Conditions:

"Application" means the IPERCASH application for sending money from abroad to Cameroon.

"Instruction" means an Operation Request.

"Local taxes" means taxes or fees payable in Cameroon.

"Recipient" means the person who receives the money through the Service.

"Means of payment" means a valid means of payment such as a bank account, a debit or credit card.

"Amount payable" means the amount paid to the Beneficiary after conversion into currency in the Beneficiary's account excluding the Service Fees.

"Recipient" means a Beneficiary.

"Sender" means any person who uses the Service to send money.

"Service Fee" means the IPERCASH fee plus any additional charges or Local Tax applicable to each transaction, as defined from time to time on the IPERCASH website.

"Service provider" means a local bank or exchange office, or any third-party service provider (eg MTN MOBILE MONEY and ORANGE MONEY) in Cameroon and with which IPERCASH collaborates to provide the Service.

"Operation" means the transfer of money or purchase of product through the Service.

"Transaction amount" means the amount of money that the Shipper wishes to send to the Beneficiary, excluding applicable service fees and before any conversion into currency.

"Transaction history" means the records of your transactions on our website which you can access using the email and password used when registering.

"Operation request" means a specific instruction that you give us, asking us to send money to a Beneficiary via the Service.

3. OUR OBLIGATIONS

3.1 Under these Terms and Conditions, we agree to provide the Service to you with reasonable care.

3.2 We are required to process all Transactions. When you validate an Operation Request, you ask us to process the Operation on your behalf and authorize the execution of the Operation. According to the information provided by you,

therefore, you accept that IPERCASH cannot be held responsible for any inaccuracy of this information or for any consequential loss which could result from incorrect or incomplete information.

3.3 IPERCASH reserves the right from time to time to modify or discontinue all or part of the Service without notice, at any time.

3.4 We will try to process Transactions within 15 minutes. However, a Transaction may be delayed or cancelled for several reasons, including, but not limited to, our identity verification procedure; validation of your operating instructions; communication with you and monetary availability, or to comply with the regulations in force.

3.5 We may send and receive notifications of Transactions by email or SMS. We will, after receiving an Operation Request, provide you with information including the amount of the Operation as stipulated in the Operation Request, our Service Fees, and the date we received the Operation Request. 'Operation to allow you to identify the Operation.

3.6 However, we decline all responsibility for:

3.6.1 Any failure in the execution of the Service (eg your Instruction) resulting from circumstances which can be reasonably considered to be caused by abnormal and unforeseen circumstances, beyond our control or because of our obligations under laws, rules and applicable regulations;

3.6.2 Any failure of the means of communication that cannot reasonably be considered to be under our control and likely to affect the accuracy or punctuality of the messages you send us;

3.6.3 Any loss or delay in the transmission of messages resulting from the use of an Internet service provider or telecommunications service or caused by a browser or other software beyond our control; or

3.6.4 Any error on the application or with the Service caused by incomplete or incorrect information that you or a third party has provided to us.

4. YOUR OBLIGATIONS

4.1 You agree:

4.1.1 Not to access, use or try to use the Service to give Instructions unless you are at least 18 years of age;

4.1.2 For each of your Operation Requests, pay us the Service Fee in addition to the Operation Amount. Payment is due at the time you validate your Operation Request. To the fullest extent permitted by law, Service Fees are not refundable. If you validate an Operation Request that results in fees for IPERCASH, including, without limitation, chargeback charges or other fees, you agree to reimburse these fees to IPERCASH;

4.1.3 Not to use a device, software or program to disrupt or try to disrupt the proper functioning of the Service or any Instruction executed through the Service;

4.1.4 regarding your registration and use of the Service, you agree to:

(a) provide us with true, accurate, current and complete information as described on the website to gain access to the Service and any other information concerning the Beneficiary that may be necessary and to quickly update your personal information if it changes;
(b) provide us with information relating to one or more Means of Payment;

(c) provide us with any other information necessary for the proper execution of a Operation Request, as specified when you enter the Operation information you want on our application;

4.2 IPERCASH declines all responsibility in the event of loss or damage suffered by you or by a third party resulting from the non-payment or the delay in payment of an Amount payable to a Beneficiary, or the failure to execute an Instruction under the Service if you violate your obligations set out in clause 4.1.

4.3 When using the Service under these terms and conditions, it is your responsibility to ensure that the information is correct before submission. Once an Operation Request is received, it is normally not possible to modify the information in that Operation Request.

4.4 The total amount (the Operation Amount, Service Fees and other applicable fees) that you must pay will be clearly displayed on the application before you are asked to confirm your Operation and the continuation of the transaction. 'Operation at this level is entirely optional.

4.5 That you and the Beneficiary act only for your own account.

4.6 That the use of this Service implies compliance with these General Conditions, and all applicable laws, rules or regulations. Use of the Service to send Transaction Amounts (i) to a Beneficiary who has breached the Terms and Conditions or (ii) related to illegal activity, including but not limited to money laundering, fraud and the financing of a terrorist organization constitutes a violation of these General Conditions. If IPERCASH reasonably believes that you are using the Service for illegal activity, or for any other fraudulent purpose or that you allow a third party to do so, IPERCASH may denounce you to the competent legal authorities.

4.7 That IPERCASH declines any responsibility with regard to any costs that you may incur by using a Payment method to finance your Operation. These may include, but are not limited to, overdraft fees charged by a bank if your bank account is underfunded or additional cash and interest charges charged by credit card provider's credit if they view the use of the Service as a cash transaction rather than a purchase transaction.

4.8 That IPERCASH has no control over, and assumes no responsibility for, security, and money management upon receipt.

4.10 That, as soon as we have received your Instruction, you no longer have the automatic right to cancel it.

5. REQUEST FOR PAYMENT

5.1 All Transactions arising from a Payment Request will be processed in accordance with these General Conditions which the Shipper must first accept before proceeding with any Operation.

6. COLLECTION OF INFORMATION

6.1 Customer identification program. In order to participate in the fight against money laundering and the financing of terrorist organizations, we are requested to obtain the identity of all our customers, by verifying and recording this information. Therefore, we may ask you to provide your personally identifiable information. We may also consult other sources by law to obtain information about you and the Beneficiary.

6.2 Controls and checks. In order to confirm your identity, we may verify your identity. We assure you that this is only to confirm your

identity, that we do not perform credit checks and that therefore your rating will not be affected. We can also verify the identity of the Beneficiary in the same way. All information you provide will be treated securely.

6.3 Data confidentiality policy. You agree that we will process your personal information in order to provide the Service, including for verification purposes under this clause. You also agree that we and our authorized third parties may use this data to communicate with you and for legal, accounting and archiving purposes - in accordance with the terms of the IPERCASH Privacy Policy.

6.4 Disclosure at the request of the authorities. We may be legally required to provide the government and any competent authority with information relating to your use of the Service and your Instructions, in accordance with our Privacy Policy. You hereby acknowledge and accept our right to do so.

7. USE OF THE APP

7.1 In return for your acceptance to comply with these General Conditions, we grant you an non-transferable, non-exclusive license to use the application, subject to these General Conditions, of our Privacy Policy, as amended from time to time. We reserve all other rights.

7.2 Unless expressly stated in these General Conditions or if local law allows, you agree to:

7.2.1 Do not copy the application (unless the copy is part of the normal use of the application, or if it is necessary for backups or operational security); and of

7.2.2 Do not rent, lease, sublicense, lend, alter, merge, adapt or modify the application.

7.2.3 You acknowledge that the application has not been developed for your personal needs and that it is therefore your responsibility to ensure that the application's facilities and functions meet your needs.

7.2.4 We provide the application for private and domestic use. You agree not to use the application for commercial purposes, or for resale, and we accept no responsibility for any loss of profit, commercial loss, business interruption, or loss of business opportunity that you may suffer. . We decline in particular (but not limited to) any responsibility for loss or damage that you or a third party may suffer due to a delay in our processing of an Instruction or any refusal on our part to

execute an Operation in application of these General Conditions.

7.2.5 The application is offered to you free of charge and therefore, no declaration, condition, warranty or other provision is given under the application, and all guarantees and conditions are excluded to the greatest extent possible under applicable law.

7.2.6 With regard to your use of the application, we are in no case, within the limits authorized by law, responsible for:

7.2.6.1 any failure to provide the Services, or any loss or delay in the transmission of messages due to circumstances beyond our control or from our obligations under applicable laws, rules or regulations;

7.2.6.2 Malfunction of communication facilities which cannot reasonably be considered to be under our control and which could affect the accuracy and speed of the messages we exchange.

7.2.6.3 Errors in the application or with the Service caused by incomplete or incorrect information that you or a third party has provided to us

7.2.6.4 any loss or damage that you have suffered as a result of your use of our App on a "jailbroken", "rooted", or otherwise modified device.

8. ELECTRONIC COMMUNICATIONS

8.1 You acknowledge that these General Conditions must be concluded electronically and that the following categories of information ("Communications") may be provided electronically:

8.1.1 These General Conditions and any modification or addition made to them;

8.1.2 The history (e.g. of your operations) of your use of the Service;

8.1.3 Any publication or statement provided initially, periodically or in any other way related to the Service, including, but not limited to, those required by law;

8.1.4 Any other communication related to the Service or IPERCASH.

8.1.5 The Service does not authorize the provision of Communications in paper format or by any means other than electronic. You may withdraw your consent to receive Communications electronically. In doing so, this cancellation will stop your use of the Service. To cancel

your consent, you must contact us by one of the means provided at the end of these General Conditions.

IPercash S.A.S; 17 rue Pache 75011 Paris;
email: contact@ipercash.fr
Phone. : +33 9 70 46 04 46
Whatsapp: +33 7 56 92 26 96

8.1.6 In addition, you must promptly notify us of any change to your e-mail address by updating your profile on the website <https://www.ipercash.fr>

10.2 We will acknowledge receipt of your complaint within two working days. We will conduct investigations and present the results of our investigation to you no later than seven Business Days from the date of our acknowledgment of receipt of your complaint.

9. TERMINATION

9.1 You can terminate these General Conditions by written notification one month in advance. We may terminate these General Conditions with two months' notice, except in the cases provided for in clause 9.2

9.2 We may terminate these Terms and Conditions with immediate effect if you:

9.2.1 violate any provision of these General Conditions;

9.2.2 use the Service or the website in a manner harmful to other IPERCASH customers or if we believe that you are committing an act likely to discredit IPERCASH;

9.2.3 intimidate, harass or threaten IPERCASH or its employees with violence, damage to their property or by any other offensive, indecent or hateful material, by any means whatsoever;

9.2.4 breach or attempt to breach the security of the application (including, but not limited to: by modifying or attempting to modify information; by logging in with unauthorized identifiers, by accessing data or by unauthorized deletion; by interfering with the service, system, host or network; by reverse engineering; by spamming; by hacking; by falsifying data; by introducing viruses, Trojans, to or any other destructive or damaging program or engine; or by testing safety in any way); or

9.2.5 IPERCASH reasonably believes that you are using the Service in connection with fraudulent, illegal or Prohibited activity, or that you allow a third party to do so.

10. CLAIMS

10.1 To file a complaint with the IPERCASH service, please send us a letter to the address: