

Terms of Service

By using **MYPALLY** Services, you agree to be bound by the following terms and conditions (the “Terms of Service”).

As used in these Terms of Service, “we”, “us” and “**MYPALLY**” means the applicable Contracting Party.

The services offered by **MYPALLY** under the Terms of Service are referred to in these Terms of Services as the “Services”. Any new features or tools which are added to the current Services shall be also subject to the Terms of Service. **MYPALLY** reserves the right to update and change the Terms of Service by posting updates and changes to its website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you. and if you do not accept such amendments, you must cease using the Services.

You must read, agree with and accept all of the terms and conditions contained or expressly referenced in these Terms of Service.

1. Account Terms

- a. To access and use the Services, you must register for a **MYPALLY** account (“Account”) by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. **MYPALLY** may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.
- b. You are responsible for keeping your password secure. **MYPALLY** cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password
- c. You acknowledge that you are responsible for the creation and operation of your **MYPALLY** Store.
- d. A breach or violation of any term in the Terms of Service, including the AUP, as determined in the sole discretion of **MYPALLY** may result in an immediate termination of your Services.

2. General Conditions

- a. You must read, agree with and accept all of the terms and conditions contained in these Terms of Service, before you may become a **MYPALLY** User.
- b. The Terms of Service shall be governed by and interpreted in accordance with the Nigerian laws, without regard to principles of conflicts of laws.

- c. You acknowledge and agree that **MYPALLY** may amend these Terms of Service at any time and such amendments to the Terms of Service are effective as of the date of posting.
- d. You cannot use **MYPALLY** Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer's jurisdiction, or the laws of Nigeria. You will comply with all applicable laws, rules and regulations in your use of the Service and your performance of obligations under the Terms of Service.
- e. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by **MYPALLY**.
- f. All the terms and provisions of the Terms of Service shall be binding upon and inure to the benefit of the parties to the Terms of Service.
- g. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.

3. MYPALLY Rights

- a. We reserve the right to modify or terminate the Services for any reason, without notice at any time.
- b. We reserve the right to refuse service to anyone for any reason at any time.
- c. We may, but have no obligation to, remove Materials and suspend or terminate Accounts if we determine in our sole discretion that the goods or services offered via a Store, or the Materials uploaded or posted to a Store, violate our Terms of Service.
- d. Verbal or written abuse of any kind (including threats of abuse or retribution) of any our customer, employee, member, or officer will result in immediate Account termination.
- e. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your government issued photo ID.
- f. We retain the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful Owner.

4. Confidentiality

- a. "Confidential Information" shall include, but shall not be limited to, any and all information associated with a party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers and any other confidential and proprietary information, whether or not marked as confidential or proprietary.
- b. Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service
- c. Each party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information.
- d. Confidential Information shall not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

5. Limitation of Liability

- a. You expressly understand and agree that, to the extent permitted by applicable laws, we shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the Service.
- b. To the extent permitted by applicable laws, in no event shall we be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our Services or these Terms of Service (however arising including negligence).
- c. You agree to indemnify and hold us and (as applicable) our partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or your violation of any law or the rights of a third party.
- d. Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory. We do not warrant that the Services will be uninterrupted, timely, secure, or error-free.

- e. We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.
- f. We shall not be responsible for any of your tax obligations or liabilities related to the use of our Services.

6. Waiver, Severability, and Complete Agreement

- a. The failure of **MYPALLY** to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service, including all terms and conditions is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service shall remain in full force and effect.
- b. The Terms of Service constitute the entire agreement between you and **MYPALLY** and govern your use of the Services.

7. Intellectual Property and Customer Content

- a. We do not claim any intellectual property rights over the Materials you provide to **MYPALLY** Service. All Materials you upload to remains yours.
- b. You retain ownership over all Materials that you upload to MYPALLY store however, by making your Store public, you agree to allow others to view Materials that you post publicly to your Store. You are responsible for compliance of the Materials with any applicable laws or regulations.

8. Cancellation and Termination

- a. You may cancel your Account and terminate the Terms of Service at any time and then following the specific instructions indicated to you in response.
- b. Upon termination of the Services by either party for any reason:
 - i. We will cease providing you with the Services and you will no longer be able to access your Account;
 - ii. unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 - iii. any outstanding balance owed to us for your use of the Services through the effective date of such termination will immediately become due and payable in full.
- c. We reserve the right to modify or terminate our Service, the Terms of Service and/or your Account for any reason, without notice at any time (unless otherwise required by applicable law). Termination of the Terms of Service shall be without prejudice to any rights or obligations which arose prior to the date of termination.
- d. Fraud: Without limiting any other remedies, we may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or

escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services.

9. Third Party Services, Experts, and Experts Marketplace

- a. We may from time to time recommend, provide you with access to, or enable third party software, applications (“Apps”), products, services or website links (collectively, “Third Party Services”) for your consideration or use. Such Third Party Services are made available only as a convenience, and your purchase, access or use of any such Third Party Services is solely between you and the applicable third party services provider (“Third Party Provider”). In addition to these Terms of Service, you also agree to be bound by the additional service-specific terms applicable to services you purchase from, or that are provided by, Third Party Providers.
- b. Any use by you of Third Party Services offered through the Services is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable to such Third Party Services before using them.
- c. We do not provide any warranties or make representations to you with respect to Third Party Services. You acknowledge that we has no control over Third Party Services and shall not be responsible or liable to you or anyone else for such Third Party Services.
- d. The relationship between you and any Third Party Provider is strictly between you and such Third Party Provider, and MYPALLY is not obligated to intervene in any dispute arising between you and a Third Party Provider.
- e. Under no circumstances shall MYPALLY be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever that result from any Third Party Services or your contractual relationship with any Third Party Provider, including any Expert. The foregoing limitations shall apply to the fullest extent permitted by applicable law.
- f. You agree to indemnify and hold us harmless from any claim or demand, including reasonable attorneys’ fees, arising out of your use of a Third Party Service or your relationship with a Third Party Provider.

10. Rights of Third Parties

- a. Save for MYPALLY and its affiliates, our Users or anyone accessing our Services pursuant to these Terms of Service, unless otherwise provided in these Terms of Service, no person or entity who is not a party to these Terms of Service shall have any right to enforce any term of these Terms of Service, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms.

11. Privacy & Data Protection

- a. MYPALLY is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the Service, you acknowledge and agree that MYPALLY's collection, usage and disclosure of this personal information is governed by our Privacy Policy.

N.B.

(A privacy policy provides you with certain legal protections by openly disclosing how your company will handle and protect user information.)

Privacy Policy

How MYPALLY handles your data

This Privacy Policy will help you better understand how we collect, use, and share your personal information. If we change our privacy practices, we may update this privacy policy. If any changes are significant, we will let you know (for example, through our admin or by email).

Why we process your information

We generally process your information when we need to do so to fulfill a contractual obligation or where we or someone we work with needs to use your personal information for a reason related to their business.

We only process personal information for after considering the potential risks to your privacy—for example, by providing clear transparency into our privacy practices, offering you control over your personal information where appropriate, limiting the information we keep, limiting what we do with your information, who we send your information to, how long we keep your information, or the technical measures we use to protect your information.

Your rights over your information

We believe you should be able to access and control your personal information no matter where you live. Depending on how you use MYPALLY, you may have the right to request access to, correct, amend, delete, port to another service provider, restrict, or object to certain uses of your personal information (for

example, direct marketing). We will not charge you more or provide you with a different level of service if you exercise any of these rights.

How we protect your information

Our teams work tirelessly to protect your information, and to ensure the security and integrity of our platform. We also have independent auditors assess the security of our data storage and systems that process financial information. However, we all know that no method of transmission over the Internet, and method of electronic storage, can be 100% secure. This means we cannot guarantee the absolute security of your personal information.

How you can reach us

If you would like to ask about, make a request relating to, or complain about how we process your personal information, please contact us or mail us at our address below.