



MERCHANT SERVICE TERMS – GENERAL

PayU Payments Nigeria Limited trading as PayU, registration number RC1173950 (referred to as “**PayU**”, “**we**”, “**us**”, and “**our**” in these terms and conditions), whose registered offices are at Plot 1381, Tiameyi Savage Street, Victoria Island, Lagos State, Nigeria, operates the website accessible at www.payu.com.ng (“**Website**”) and provides the services offered on the Website.

These Merchant General Terms of Service (“**General Terms**”), our [Website Terms](#), and our [Privacy Policy](#) and other policies or documents incorporated by reference in these General Terms apply to all services (“**Services**”) provided by us to the receivers of online payments (“**Merchant**”, “**you**” and “**your**”).

Before you register to become a Merchant, you must read and understand all of the terms and conditions contained in these General Terms together with our specific service terms which apply to the Services you wish to register for (“**Service Terms**”) and any provisions set out in the PayU Merchant Enrolment Form (application form) (whether in hardcopy or electronic format) (“**Enrolment Form**”).

By completing the registration process and submitting your Enrolment Form, you accept and agree to all the terms and conditions of these General Terms, our Privacy Policy and the relevant Service Terms.

1 Merchant Eligibility

- 1.1 In order to use any of the Services, you must register for a PayU account (“**Merchant Account**”). You may only hold one Merchant Account, unless we agree otherwise in writing.
- 1.2 You are only eligible to open a Merchant Account:
 - 1.2.1 if you are an individual resident in the Federal Republic of Nigeria, who is at least 18 years old and has the legal capacity to conclude legally binding contracts;
 - 1.2.2 if you are a juristic person (like a company or a corporation) (“**Legal Entity**”), the individual applying for the Merchant Account on the Legal Entity’s behalf must (i) be at least 18 years old, (ii) a resident in South Africa with have the legal capacity to conclude legally binding contracts, and (iii) be duly authorised to conclude contracts on the Legal Entity’s behalf (for example, a director). The Legal Entity must be duly incorporated, validly existing and in good standing under the laws of the Federal Republic of Nigeria.
- 1.3 It is important that you understand that you are not automatically entitled to a Merchant Account or to use of our Services. Your application for a Merchant Account with us is an offer to us by you to enter in an agreement with us for the supply of our Services. This means that we are not obliged to accept your application and we reserve the right, acting reasonably, to (i) refuse to provide you with a Merchant Account or (ii) deny you access to certain Services available to Merchants. By way of example only, we may refuse to provide you with a Merchant Account if you have previously been suspended from one or more of our Services or if you pose an unacceptable level of risk for us.
- 1.4 Beneficial ownership of your Merchant Account by a third party is not permitted. This means that you may not act as an agent for another person or open a Merchant Account for another person.

2 PayU Services

- 2.1 We act as a payment service provider by facilitating the making and/or receiving of online payments by offering a variety of different services to both Merchants and the payment makers (“**Payers**”).

- 2.2 You can find detailed descriptions of the Services we offer on our Website.
- 2.3 We act on your direction and your requests to use our Services which, in turn, require us to perform certain tasks on your behalf. It is important that you understand that we are not a bank, a remittance business or a money transfer service and we do not offer banking services.
- 2.4 We are required to comply with all applicable laws and regulations relating to payment systems when providing our Services ("**Payment System Legislation**") and as such we:
- 2.4.1 retain all records we have obtained during the course of providing payment services for such period as required by the applicable Payment System Legislation and any other relevant legislation;
 - 2.4.2 treat the information of each Merchant as confidential, including the information relating to any transactions of the Merchant, subject to any lawful request for such disclosure;
 - 2.4.3 provide you with all the information you require in respect of the transactions processed by us in performing the Services for you; and
 - 2.4.4 supply information regarding a Merchant to the Central Bank of Nigeria and payment regulators of the applicable jurisdiction in which we provide the Services, as may be lawfully requested by either of them.

3 Commencement and Duration

- 3.1 These General Terms will continue indefinitely (as may be amended from time to time in terms of paragraph 19) for as long as you use any Service we offer. These General Terms will terminate automatically with the termination of all Services provided to you under any Service Terms.
- 3.2 Unless otherwise specified in the relevant Service Terms or Enrolment Form, the Service will also endure indefinitely, unless the Service is terminated in accordance with paragraph 3.1 or paragraph 17 below.
- 3.3 Notwithstanding the provisions of paragraph 3.1, we are both entitled to terminate a Service on one (1) month's prior written notice to the other.
- 3.4 We shall use all reasonable endeavours to meet the suggested commencement date specified in your Enrolment Form, but such dates are estimates only and depend on the Service specific integration requirements to be met by you (as described in paragraph 4).

4 Integration

- 4.1 A Service can only commence following successful integration testing. PayU will send you the relevant Service integration documents (including, in certain instances, an Integration and API licence agreement) (the "**Integration Documents**") which will provide you with instructions on how to set up your website in order to enable you to access a Service. We will also provide you with our branding guidelines. You are responsible for setting up the relevant data on your website in accordance with our instructions and guidelines in accordance with the Integration Documents, as well as ensuring that all required banking approvals have been obtained.
- 4.2 You are responsible for ensuring that your website is operational, ready for business, and that it at all times complies with all applicable laws in Nigeria. These include any electronic communications or e-commerce laws, consumer protection laws and data protection laws in Nigeria.
- 4.3 PayU is entitled to alter the components and/or functionality of its Services and/or revise its integration requirements and/or otherwise update the Integration Documents from time to time.

5 Your Obligations

- 5.1 In addition to and without limiting any obligations contained elsewhere in this Agreement (including the Website Terms), you agree to use the Services solely for the purposes of

receiving legitimate and lawful payments and to manage your Merchant Account in accordance with the terms and conditions of the Agreement and all applicable laws, regulations and ordinances (“**Applicable Laws**”).

- 5.2 You understand that any failure to comply with any Applicable Laws may result in criminal prosecution, penalties and/or fines.
- 5.3 You will not use any of the Services for any unlawful activity and it is your responsibility to ensure that you comply with the Card Payment Processing Rules where applicable to you.
- 5.4 if you select a Service which enables you to process transactions as real time recurring (“**Real Time Recurring**”), you are responsible for ensuring that your Payers have provided prior consent to the transaction being processed as a recurring transaction (in accordance with Card Payment Processing Rules) and you understand and agree that the transaction will not be passed through 3D Secure or require CVV, which in addition to the provisions contained in paragraph 7.1.7, may result in increased risk of chargebacks. You shall be responsible to ensure that any transactions are not processed as a recurring transaction in the event that the Payer cancels their consent, and you shall notify PayU of such cancellation promptly.
- 5.5 If you select a Service whereby the transaction is processed as a ‘card not present’ transaction (“**MOTO**”), the transaction will not be passed through 3D Secure or require CVV, which, in addition to the provisions contained in paragraph 7.1.7, may result in increased risk of chargebacks.
- 5.6 You shall conduct your business, and carry on all related or ancillary activities with the highest ethical standards. You shall not do business with any person which involves bribes, payoffs, payments (or offers thereof) by way of inducement or reward (whether to do any act or to refrain from doing any act or to show favour or disfavour or otherwise) or any other similar improper or unethical practices.
- 5.7 You have not and will not, in connection with the activities contemplated by this Agreement, make any payment or transfer of value which has the purpose or effect of (a) public or commercial bribery; (b) acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business; or (c) otherwise obtaining an improper advantage for PayU or its affiliates. PayU reserves the right to immediately terminate this Agreement in the event that you fail or you are suspected to have failed to comply with the provisions of this paragraph

6 Fees

- 6.1 The fees, charges and payment terms for any specific Service (“**Service Fees**”), will be specified in the relevant Enrolment Form and/or Service Terms. It is your responsibility to familiarise yourself with the Service Fees and the date of payment of the Service Fees applicable to such Services.
- 6.2 In respect of Service Fee, payment due dates:
 - 6.2.1 transaction-based Service Fees are due upon the bank or third party payment service provider (as the case may be) authorising the relevant payment to be made to you and you remain liable (legally responsible) to us notwithstanding any subsequent reversals, chargebacks or refunds;
 - 6.2.2 non-transaction-based Service Fees are due from the date of activation by us of the Service notwithstanding any delays by you to commence usage of the Service; and
 - 6.2.3 where a monthly Service Fee is charged and your use of the Service commences at any time other than the first day of a calendar month, you will be charged on a *pro rata basis* for the Service provided during that month.
- 6.3 We reserve the right to adjust the Service Fees and charges on 30 (thirty) days prior written notice to you. When we notify you of any adjustments to the Service Fees which affect a Service, you are entitled to terminate the relevant Service on written notice to us prior to the date in which the adjustments come into effect. If you do not terminate the relevant Service after the adjustments come into effect, the adjustments apply to you from the date they come into effect.

- 6.4 Unless otherwise stated in the Agreement, Service Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). You are responsible for paying all Taxes associated with the Services. If we have the legal obligation to pay or collect Taxes for which you are responsible the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorised by the appropriate taxing authority. We remain solely responsible for taxes assessable against it based on our income, property and employees.
- 6.5 You are not entitled to withhold any payment of any Service Fees due to PayU for any reason whatsoever. You may not apply set-off to or demand any discount, rebate or reduction in respect of any Service Fees owed to us.
- 6.6 A certificate signed by either the general manager or financial manager of PayU, whose appointment, qualification and authority need not be proved, shall be *prima facie* proof of the amount in Service Fees due and payable by you at any time.
- 6.7 Should you fail to pay any amount to us on the due date for payment, then we may, without prejudice to any of our other rights in law or under the Agreement:
- 6.7.1 charge interest at the rate of the prime overdraft rate published by our bankers from time to time on the overdue amount, calculated from the due date until the date of payment (both dates inclusive), which interest, if charged, will be capitalized monthly; and/or
- 6.7.2 take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms; and/or
- 6.7.3 recover from you any additional expenditure incurred by us relating to the tracing and/or collection of unpaid amounts, which costs shall be for your account.
- 6.8 You may direct any billing or account complaint to PayU at accounts@payu.com.ng. Unless otherwise agreed between us and you, we will reach a decision on the dispute or complaint and communicate it to you within 14 (fourteen) working days of receipt of the complaint.

7 Security

7.1 Your Security Obligations

- 7.1.1 As a registered Merchant, you will be required to select a unique username and password, which will enable you to sign in to your Merchant Account on the Website. If you are a Legal Entity, you may also have to designate a specific number of users of your Merchant Account. Should you forget either your username or password, the Website will enable you to reset your password.
- 7.1.2 You warrant that you will keep your username and password secure and confidential at all times. You will only use your username and password for your own personal use and will not disclose your username and password to any other persons, or enable any other persons to otherwise access your Merchant Account. If you are a Legal Entity, you must further ensure that the persons authorised by you to access your Merchant Account do so within the scope of their authority and do not disclose your username and password to any unauthorised person or enable any unauthorised person to otherwise access your Merchant Account.
- 7.1.3 You are solely responsible for securing all data in your possession and/or under your control. You must not capture, by any means possible, user (cardholder) payment card details including but not limited to Primary Account Number (PAN) or Card Number, Personal Identification Number (PIN), Card Verification Value (CVV).
- 7.1.4 We recommend that Merchants use a web browser with 128-bit encryption or better, but irrespective of whether you use a web browser with security features or not, we cannot

guarantee that data transmitted is 100% secure and/or will not be intercepted by third parties.

7.1.5 You shall ensure that PayU is promptly notified of any suspected security breach, misuse, irregularity suspected fraudulent transaction, account number or any suspicious activities that may be connected with attempts to commit fraud or other illegal activities through the use of your website or application. In particular, please be aware of 'phishing' attacks where criminals attempt to obtain your confidential information by sending you an email, masquerading as an email from PayU, asking you to access your account or verify information via links in the email, or diverting you to a fake PayU website. PayU will never ask you to confirm your password, username or other sensitive information by clicking on any links in an email.

7.1.6 Should you believe that your username, password or website has become compromised (whether through a phishing attack or otherwise), or someone has accessed your Merchant Account without your authority, you must contact us immediately to enable us to limit the potential harm to you, it being agreed that we will not be legally responsible (liable) to you for any loss or damage you may suffer in such circumstances other than such loss or damage arising as a result of gross negligence on the part of PayU.

7.1.7 **3D Secure:** 3D Secure is a protocol developed by the card associations (for example, Visa offers 3-D Secure under the name Verified by Visa and MasterCard offers it as MasterCard SecureCode). 3D Secure improves the security of Internet payments. It allows you, as a Merchant to authenticate cardholders through the cards' issuers. 3D Secure reduces the chance of fraud when using supported cards and improves transaction performance. If you do not use 3-D Secure you expose yourself to risk and you will be liable (legally responsible) for fraudulent transactions even if the transaction was authorised by other means. It is also important that you read your Service Terms carefully when considering 3D Secure. In particular, you understand that for both Real Time Recurring and MOTO transactions, the transaction will not be passed through 3D Secure or require CVV, which may result in increased risk of chargebacks and as such, you are solely responsible for all chargebacks and other losses that may arise as a result of you having elected to process transactions as Real Time Recurring or MOTO. **Please note:** Even if transactions are passed through 3D Secure, in the event that there are an excessive number of chargebacks, you, as the Merchant, may exceed the thresholds prescribed by card associations and as a result, you could be liable to fines from the card associations.

7.1.8 **Additional Fraud Protection:** If you are a merchant that falls within PayU's high risk merchant category based on merchant category codes assigned to classify businesses by payment card processors such as Visa and MasterCard (also known as MCC codes), we recommend you implement additional fraud protection. In particular, you understand that if you do not implement additional fraud protection, you are solely responsible for all other losses that may arise as a result of you having elected to process transactions without additional fraud protection. To learn more about additional fraud protection Services we offer, please visit our Website.

7.2 Our Security Obligations

7.2.1 You acknowledge that there is a compromise between increased levels of security, and the convenience to you in transacting via any of the Services. We take reasonable steps to secure your payment information and use a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of the transaction concerned. More specifically:

7.2.1.1 we store and process Your Information in accordance with applicable data protection legislation and Your Information is protected by physical and technological security devices;

7.2.1.2 the Services are provided in a secure Payment Card Industry ("PCI") environment;

- 7.2.1.3 all Payers' credit card details are encrypted and reinforced through various encryption processes in order to provide protection for sensitive payment information. We do not access any of such credit card details. Such details are encrypted and stored in our PCI environment. When required for purposes of a transaction between you, as a Merchant, and a Payer, we retrieve and forwards encrypted credit card details to you. You never access or store any Payer's credit card details;
- 7.2.1.4 we use third parties to verify and certify our privacy principles; and
- 7.2.1.5 our registration documents and the Website's registered domain name are checked and verified by an independent third party.
- 7.3 You allow us to take all reasonable steps to ensure the integrity and security of the Website and back-office applications. We reserve the right to take whatever action we may deem reasonably necessary at any time to preserve the security and reliable operation of our network infrastructure and you undertake that you will not do or permit anything to be done which will compromise our security.
- 7.4 Without limiting the generality of paragraph 7.3, if:
 - 7.4.1 we are unable to verify or authenticate any information you provide to us; or
 - 7.4.2 we reasonably believe that your activities pose a unacceptable credit or fraud risk to PayU, acquiring bank, or may cause financial loss or legal liability for us, or our other customers, or you; or
 - 7.4.3 your use of your Merchant Account is deemed by us, Visa or MasterCard, to constitute abuse of the credit card system or a violation of credit card rules,

then we shall be entitled to take any one or more of the steps listed in paragraphs 18.1 and 18.2 as reasonably appropriate under the circumstances.

8 Confidentiality

- 8.1 You acknowledge that you may obtain software and other information relating to the Services which is confidential and proprietary to PayU ("**Proprietary Information**"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, and data. You will at all times, including after termination of this Agreement, keep all such Proprietary Information in confidence and will not disclose or use such Proprietary Information other than as expressly authorized under this Agreement, nor will you disclose the Proprietary Information to third parties without our prior written consent. You further agree to immediately return to PayU or destroy and confirm in writing that you have destroyed all Proprietary Information (including copies thereof) in your possession, custody or control upon termination of the Agreement at any time and for any reason.
- 8.2 The obligations of confidentiality in this paragraph 8 will not apply to the extent that information that (i) has entered the public domain through no fault of your own; (ii) prior to disclosure was already rightfully in your possession; (iii) subsequent to disclosure is obtained by you on a non-confidential basis from a third party who has the right to disclose such information; (iv) is subsequently or independently developed by you without reference to the Proprietary Information disclosed hereunder; or (v) is required to be disclosed by law or any regulatory authority with jurisdiction or pursuant to a court order, so long as (if this is possible in the circumstances) you give us adequate notice and the ability to challenge or limit such disclosure. You will not make any announcement, provide any press release, use PayU's trademarks or otherwise disclose any information to the press or other media concerning PayU's services, software or the terms of this Agreement without the prior written approval of PayU, except for any release necessitated by the rules of any stock exchange or any other regulatory authority with jurisdiction.

9 Prohibited Conduct

- 9.1 You agree to use the Services for purposes of receiving legitimate and lawful payments, and to manage your Merchant Account in accordance with the terms of the Agreement and all applicable laws, regulations and ordinances. You will not use the Website, or any of the Services for any other purpose, including unlawful or fraudulent activity. If we have reason to believe that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your access to the Services may be suspended or terminated as described in paragraph [Error! Reference source not found.](#)
- 9.2 In particular, you undertake not to engage or allow any third party to engage in any of the following prohibited conduct in using the Website or any of the Services listed in our Website Terms.

10 Intellectual Property Rights

- 10.1 All the content, trademarks, data, information on the Website, or contained in any materials or documents ("**Documentation**") or used in relation to the Services, including but not limited to any and all copyrighted works, software, databases, text, graphics, icons, designs, hyperlinks, domain names, information and agreements ("**Content**"), are the property of or licensed to PayU and as such are protected from copying and infringement by local and international legislation and treaties. The Content may not be reproduced, distributed or copied by any means, whether electronically or not, without our prior written permission.
- 10.2 Any and all intellectual property rights subsisting in the Website, the Documentation (including Integration Documents), any Content, the Services and their underlying software ("**Software**"), these General Terms and in the Service Terms, or otherwise developed by or on behalf of PayU, including all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term ("**Intellectual Property Rights**"), vests in PayU, its licensors or suppliers, as the case may be, and all rights not expressly granted are reserved.
- 10.3 We grant you a limited, non-exclusive, non-transferable right and license to use the Service and its underlying Software in accordance with the provisions of the Agreement, you acknowledge that you have no claim of any nature in and to the Intellectual Property Rights. You agree not to copy, duplicate, reproduce, transmit, modify, reverse engineer, decompile, or disassemble the Service, including the Software and/or Integration Documents, or any Content and shall only use it for the purpose it is supplied. Should the Service be terminated for any reason whatsoever, then you shall destroy all copies of such documentation and Software over which you may have control.
- 10.4 You will not at any time during or after termination or cancellation of the Agreement dispute the validity or enforceability of such rights, or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of any of the Intellectual Property Rights and shall not counsel or assist any other person to do so.
- 10.5 You may not use or alter any trademarks, trade or business names, slogans, designs or logos forming part of the Intellectual Property Rights, including but not limited to trade marks incorporating the terms "PayU" or "PayUEasy" ("**our Logos**") or do (or fail to do) anything that could adversely affect our rights in the Logos or their value and you agree to fully reimburse us for any loss or damage that we suffer as a result of any use by you of our Logos which is not in accordance with the Agreement.

- 10.6 You hereby grant PayU a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, solely to enable PayU to use Your Information as contemplated by the Agreement.
- 10.7 You are obliged to comply with all laws applicable to any intellectual property rights (including without limitation trade secrets, copyright, trademarks, registered designs and patents) in respect of any data, files and/or information accessed, retrieved or stored by you through your use of any of the Services.
- 10.8 You hereby grant PayU a non-exclusive licence to use your registered or unregistered trademarks, trade names and/or logos ("**Merchant Marks**") for the limited purposes of enabling PayU to exercise its rights or to fulfil its obligations under the relevant Service Terms applicable to you. In addition, PayU may use your Merchant Marks on our Website or for marketing materials, subject to your prior consent which may be indicated on the Enrolment Form or otherwise.
- 10.9 If, while the Agreement is in force, you make any improvement to any aspect of the Intellectual Property Rights ("**Improvement**"), you will promptly inform PayU thereof in writing and will assign all rights in such Improvement to us and will assist us to obtain patent, design, copyright and all similar forms of protection for such Improvement at our expense wherever we may choose to obtain such protection. All intellectual property rights in respect of such Improvement will be deemed to be included in the Intellectual Property Rights in terms of the Agreement.
- 10.10 Unless otherwise stated in the Enrolment Form, you agree to include in your successful payment confirmation mailers to your customer (Payers), the following phrase "payments secured by [*insert our provided Logo*], our trusted payments provider" or such phrase as may be provided and approved by PayU to you in writing from time to time.

11 Your Relationship with other Merchants and Payers

- 11.1 PayU offers services to both Payers and Merchants, being the senders and the receivers of payments respectively. You acknowledge and agree that although PayU's services bring buyers and sellers, as payment makers and payment receivers, together for purposes of payment, PayU is otherwise not at all involved in the underlying transaction between them and is not responsible or liable in any way for the products or services sold, or the conduct of such payment makers or payment receivers. PayU (and our officers, directors, agents, subsidiaries, joint ventures and employees) will in no way be liable to you or anyone else in any way whatsoever in relation to another Merchant's or Payer's conduct, including for any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with disputes with other Merchants or Payers (including where payments are made by Payers to unintended recipients or payments reflect the incorrect amounts due to the input of incorrect information by Payers).
- 11.2 We recommend that you should retain your receipts (merchant copy) for a period of at least 120 (one hundred and twenty) days from the transaction date, in such a manner as to ensure that it retains its clarity.
- 11.3 Any disputes which may arise between a Payer and a Merchant arise between the Payer and the Merchant alone, to be resolved between the Payer and the Merchant without PayU being in any way obliged to intervene or attempt to resolve such dispute.

12 Disclaimer

- 12.1 PayU uses reasonable care and diligence to ensure that the Services are available, accurate, complete, correct, error-free, secure, up-to-date and/or reliable, including having a disaster recovery plan in place which ensures continuity of all functions to be performed by PayU in terms of the Agreement. However, PayU makes no representations or warranties, implied or otherwise, that, amongst others, the Services, the Content and technology available from the

Website or information provided by PayU via email or other means will be available, timely, accurate, complete, correct, error-free, secure, 100% uninterrupted, up-to-date and/or reliable.

- 12.2 You agree that the Services, the Content and the Website are supplied on a "**as is**" and "**as available**" basis and have not been compiled or supplied to meet your individual requirements.
- 12.3 More specifically, as far as the law allows and subject to paragraph 13.2:
- 12.3.1 although PayU will use its reasonable endeavours to ensure the security of the Services and the PayU e-commerce network infrastructure, we cannot guarantee the security thereof and PayU will not be liable in any way whatsoever in respect of any loss or damage of whatever nature suffered by you or any third party as a consequence of a breach of security of the Services and/or the PayU network infrastructure;
- 12.3.2 you acknowledge that your access to the Services, Website and/or mobile systems may be restricted from time to time to allow for repairs, maintenance or the introduction of new services, provided that we will attempt to restore the Services, Website and mobile systems as soon as we reasonably can; and
- 12.3.3 while all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy of the information, ideas and opinions expressed on the Website, the information, ideas and opinions are for general purposes only and should not be regarded as professional advice or the official opinion of PayU and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on the Website.

13 Limitation of Liability

- 13.1 To the fullest extent permitted by law and subject to paragraph 13.2, in no event will PayU be liable for:
- 13.1.1 financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings, chargeable time or goodwill; or
- 13.1.2 any interruption to your business (including interruption to Services) or loss of or damage to information, however that interruption, loss or damage is caused;
- 13.1.3 loss or damage suffered by you which we could not have reasonably known about at the time you entered into the Agreement; and
- 13.1.4 losses you suffer as a result of using any of the Services other than as described in the relevant documents or as otherwise described on our Website.
- 13.2 Nothing in this Agreement will prevent or limit either party's liability (i) for its fraud or wilful misconduct; or (ii) gross negligence; or (iii) for any matter which such liability cannot be lawfully excluded or limited.
- 13.3 To the fullest extent permitted by law and subject to paragraph 13.2, our maximum aggregate liability under, or in connection to this Agreement, for each and every claim arising out of the same cause or source, shall not exceed the Service Fees paid by you in respect of such Service(s) during the 12 (twelve) month period in which the cause of action arose (the first such twelve (12) month period in respect of the Services in question to commence on the Service commencement date as specified in the Service Terms).
- 13.4 Under no circumstances whatsoever will PayU or any of our affiliates, subsidiaries, agents, suppliers and/or subcontractors be liable to you for any indirect loss, or any incidental, special, punitive or consequential loss or damage, or any direct or indirect loss of profits, arising in relation to the Agreement, the Website and/or the Services. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, and so in such jurisdictions liability is limited to the fullest extent permitted by law.

14 Indemnity

- 14.1 You agree to defend, indemnify us and hold us and our parent company, subsidiaries, affiliates, officers, directors, successors, assigns, service providers and employees harmless from any claim by a third party (including any other costs and fines levied on PayU by third parties such as its payment processors and/or service providers) for damages, including loss of profits, direct, incidental, consequential, special, indirect or punitive damages arising out of or relating to your use of the Services and the Website, provided that where a claim is notified to PayU, we promptly notify you of any such claims and you have an opportunity to fully participate in the defence or settlement of any such claims.
- 14.2 This paragraph 14 will survive termination, modification or expiration of these General Terms and your use of the Services and the Website.

15 Confidentiality

- 15.1 You acknowledge that you may obtain software and other information relating to the Services which is confidential and proprietary to PayU ("**Proprietary Information**"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, and data. You will at all times, including after termination of this Agreement, keep all such Proprietary Information in confidence and will not disclose or use such Proprietary Information other than as expressly authorized under this Agreement, nor will you disclose the Proprietary Information to third parties without our prior written consent. You further agree to immediately return to PayU or destroy and confirm in writing that you have destroyed all Proprietary Information (including copies thereof) in your possession, custody or control upon termination of the Agreement at any time and for any reason.
- 15.2 The obligations of confidentiality in this paragraph 15 will not apply to the extent that information (i) has entered the public domain through no fault of your own; (ii) prior to disclosure was already rightfully in your possession; (iii) subsequent to disclosure is obtained by you on a non-confidential basis from a third party who has the right to disclose such information; (iv) is subsequently or independently developed by you without reference to the Proprietary Information disclosed hereunder; or (v) is required to be disclosed by law or any regulatory authority with jurisdiction or pursuant to a court order, so long as (if this is possible in the circumstances) you give us adequate notice and the ability to challenge or limit such disclosure. You will not make any announcement, provide any press release, use PayU's trademarks or otherwise disclose any information to the press or other media concerning PayU's services, software or the terms of this Agreement without the prior written approval of PayU, except for any release necessitated by the rules of any stock exchange or any other regulatory authority with jurisdiction.

16 Protection of Your Information

- 16.1 When registering for and maintaining a Merchant Account, you will be required to provide certain personal and other information (including information of your users) to us ("**Your Information**"). The information we require is described in the relevant Enrolment Form and any additional information we may require from time to time in relation to the provision of the Services to you. In using of the Services or any aspect of the Services you may be required to provide us, Payers or other Merchants with further information
- 16.2 We respect your privacy and shall take all reasonable steps to protect Your Information. We will handle the collection, processing and storage of Your Information in accordance with these General Terms and our Privacy Policy. By disclosing or submitting Your Information to us, you consent to us collecting, processing and storing Your Information for the purposes described in these General Terms and our [Privacy Policy](#).
- 16.3 You are solely responsible for the accuracy of Your Information. You must make sure Your Information is correct.

- 16.4 We use certain legitimate techniques to identify our Merchants and Payers when they register for our Services. You authorise PayU, directly or through third parties, to make any inquiries we consider necessary to validate your identity and registration. This may include requiring you to provide PayU with faxed or scanned documentation such as a government issued identification card, verifying address documentation, ordering a credit report and performing other credit checks or verifying Your Information provide against third party databases. However, because user verification on the Internet is difficult, **we do not warrant any Merchant's or Payer's identity.**
- 16.5 You understand and agree that we may engage carefully selected third parties, such as credit reporting agencies or identity verification companies in order to review your credit report so as to assess your eligibility to hold a Merchant Account and/or your ability to use the Services or associated features.

17 Uncontrollable Events and Force Majeure

Neither PayU nor the Merchant shall be liable for any loss incurred by machine, information system or communications link or caused by factors beyond a party's reasonable control, including, but not limited to an event of fire, lightning, explosion, electricity and utility services, flood, hurricane, act of God, war, terrorism, civil disorder, delivery failures, failure of communications networks and facilities, including the Internet, epidemics, plagues, strikes; boycotts, and lock-outs of all kinds and go-slows (excluding boycotts, strikes, lock-outs and go-slows by or of PayU's own personnel).

18 Termination and Consequences of Termination

18.1 Termination by PayU

- 18.1.1 Without limiting any other rights and remedies that PayU may have in law or under this Agreement, PayU may immediately terminate this Agreement (or an individual Service) in the event that you commit one or more of the following events of default:
- 18.1.1.1 you breach (including non-payment of undisputed amounts due by you) any term or condition of this Agreement and you fail to remedy such breach within 7 (seven) days of PayU notifying you of such breach;
 - 18.1.1.2 you do or allow any act or omission which adversely affects the operation of PayU's Services, including our network infrastructure;
 - 18.1.1.3 you use our Service(s) unlawfully or for any illegal activities;
 - 18.1.1.4 you fail to comply with the Card Payment Processor Rules;
 - 18.1.1.5 you commit any act of insolvency, being a Legal Entity, commit an act which would be such an act of insolvency if committed by a natural person;
 - 18.1.1.6 you are declared bankrupt or take steps to place yourself, or are placed in provisional or final liquidation or judicial management or administration, or enter into or attempts to enter into any scheme similar to or in the nature of a composition, compromise or scheme of arrangement, release or novation with any or all of your creditors, or take steps to de-register yourself or are de-registered or you contemplate, consider, discuss or agree to any business rescue proceedings.

18.2 Suspension of Services by PayU

- 18.2.1 Our Services to you may be suspended and your access to the Merchant Account may be denied if:
- 18.2.1.1 you breach any of the terms and conditions of this Agreement until such time as you have remedied the breach provided we have provided you notice of such breach;

- 18.2.1.2 you use our Service(s) unlawfully;
- 18.2.1.3 on our reasonable discretion, your use of the Service (s) is considered by us, our banks or Card Processors as unlawful or potentially unlawful;
- 18.2.1.4 you do not pay all the amounts due to you on or before the due date for payment.
- 18.2.2 We will notify you before we suspend one or more of our Services. If our Services are suspended, you may terminate the Service in accordance with the provisions of paragraphs 18.3.2 and 18.4
- 18.2.3 You will continue to be liable (legally responsible) for payment of your Service Fees during any suspension period and PayU reserves the right to charge you an additional re-connection fee should you request PayU to restore the Service.

18.3 Termination by the Merchant

- 18.3.1 Without limiting any other rights and remedies you may have in law or under this Agreement, you may immediately terminate this Agreement (or an individual Service) in the event that we commit one or more of the following events of default:
 - 18.3.1.1 we breach any term or condition of this Agreement and we fail to remedy such breach within 7 (seven) days of you notifying PayU of such breach;
 - 18.3.1.2 we commit any act of insolvency;
 - 18.3.1.3 we are declared bankrupt or we are liquidated.
- 18.3.2 Notwithstanding the provisions of paragraph 3.1, you may terminate all of our Services on 30 (thirty) days prior written notice to PayU.

18.4 Termination of an individual Service

Notwithstanding the provisions of paragraph 3.1, PayU or the Merchant may terminate a Service on 30 (thirty) days prior written notice to the other unless stated otherwise in the applicable Service Terms. The termination of one individual Service will not result in the termination of any other Services or these General Terms.

18.5 Consequences of Termination of a Service or the Agreement

- 18.5.1 If a Service is terminated for any reason, you will responsible to pay all Service Fees payable by you up to the termination date.
- 18.5.2 If a Service is terminated for any reason, you shall immediately cease to access or use the Service, its underlying Software and related Documentation and you are required to either destroy or return to PayU (as PayU may direct) any copies of the Software and Documentation provided to you by PayU.
- 18.5.3 You shall remove any reference to PayU or the Service, including the PayU Trade Marks from all your promotional and corporate materials, including all your electronic communications and websites. To the extent that PayU displays any of your Merchant Marks, PayU shall remove any such reference to you from our Website or marketing materials.
- 18.5.4 In the event that you are able to utilise the relevant Service following a termination, the terms and conditions of the Agreement will apply to you and you will be liable to pay the full usage costs to PayU.
- 18.5.5 Termination of the Agreement shall be without prejudice to either party's rights or obligations which arose prior to the termination date and in this regard, you shall be entitled to utilise the

Service following a termination to the extent required in order to exercise such rights and fulfil such obligations. However, you acknowledge that such use of the Service after termination of the Agreement shall in no way constitute a revival or a novation of the Agreement and PayU shall incur no liability of whatsoever nature to you or to any third party arising out of your continued use of the Service after termination of the Agreement.

19 General

- 19.1 Both parties choose as their physical address specified in the Enrolment Form for all purposes under the Agreement, whether in respect of legal process, notice, or other documents or communication of whatsoever nature.
- 19.2 PayU is entitled to assign the Agreement to any third party without your consent other than if such assignment would be to your detriment. You may not cede, assign or otherwise transfer the Agreement or any of your rights or obligations thereunder to any other person without obtaining PayU's prior written consent.
- 19.3 The expiration or termination of this Agreement shall not affect such of the provisions of the Agreement (be it in these General Terms or in the Service Terms) which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the paragraphs themselves do not expressly provide for this.
- 19.4 PayU reserves the right to amend this Agreement where necessary upon 30 (thirty) days prior notice to you. Such amendments will be binding unless you deliver to us written notice of termination of this Agreement or the applicable Service Terms, prior to the expiration of the 30 (thirty) day notice period. Furthermore, any amendment is deemed to be automatically accepted by the Merchant upon receipt, if the Merchant continues to utilise the Services upon receipt of the proposed amendment.
- 19.5 This Agreement shall be construed and governed in accordance with the Laws of the Federal Republic of Nigeria. Any disputes between the parties arising from or related to this Agreement shall be settled by arbitration in accordance with Arbitration and Conciliation Act Cap A18 LFN 2004. The arbitration venue shall be Lagos and the language shall be English.
- 19.6 If either of us fails or delays the exercise of any rights or remedies under the Agreement, we will not be deemed to have waived (given up) those rights or remedies in any way.
- 19.7 If a court or similar body decides that any wording in the Agreement is invalid or unenforceable, that decision will not affect the rest of the Agreement, which will remain binding on both of us. However, if the wording that is invalid or unenforceable can be made valid and enforceable by deleting part of it, we will both treat the wording as if it is deleted, so that the remainder of the wording in question becomes valid and enforceable.
- 19.8 The Agreement (including the Privacy Policy and other documents or policies incorporated into these General Terms or the relevant Service Terms) is the entire agreement between you and PayU with respect to your use of the relevant Services, and supersedes all documentation, information and other communications (in each case whether spoken or written) between us with respect to such access and use.

20 Contact

Should you have any questions, please visit our Website at www.payu.com.ng, or contact us on the telephone number provided on our Website.