

# General Service Terms and Conditions

These Terms and Conditions (“Terms” or “Agreement”) represent a binding agreement between COMPATEL and You. It is important that You understand Your responsibilities and the limitations to the services which You choose to use. Our services are diverse and as a result additional service specific terms may apply. If this is the case, these service specific terms shall become part of Our agreement.

Please use Our services responsibly. By using Our website or any of Our services, You agree to Our Terms. Take note that these Terms change from time to time. If You have used Our services before, You cannot assume that the Terms are still the same. You should review them on a regular basis.

## 1. Introduction

1. You wish to use COMPATEL services (meaning messaging services as provided under these Terms; hereinafter “Service,” or “Free Service,” collectively the “Services”) as either a paying customer (“Customer”) and/or Our Free Service as a non-paying customer (“Non-Paying Customer”). By applying for the services using Our online registration form You are using Our services as a Non-Paying Customer according to the Clause 3.b until decided otherwise on COMPATEL’s sole discretion.
2. COMPATEL means Compatel Nigeria Limited, a company registered in Nigeria and whose registered office is situated in 2, Siji Soetan Street, Lekki Peninsula Phase 1, Lagos (hereinafter “COMPATEL”; “We”; “Our”; “Us”).
3. You wish to use the Services and We are willing to make the Services available to You subject to and in accordance with these Terms

## 2. Binding Effect

1. You are entering into a binding agreement. If You accept these Terms of use of Our Service on behalf of Your employer or another person, You confirm that You have the consent of Your employer or that person to act on their behalf. THESE TERMS APPLY TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON COMPATEL’S WEBSITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, You may be required to have certain hardware and software, which are Your sole responsibility.
2. You are not eligible to accept these Terms or use Our Services if You are not of legal age to form a binding contract with Us or if You are barred by law to use Our services.

### 3. Term and Termination

1. Unless otherwise agreed with Your account manager, and subject to earlier termination in accordance with these Terms and Conditions, the Term is, for an initial minimum, a 12-month period (the "Initial Term"). The Initial Term will start on the Start Date (the day when you start using the Service or the Free Service) and expire on the End Date (the day corresponding the date in the month in which the initial service term expires). Upon expiration of the Initial Term, the Agreement will continue automatically unless and until either party gives the other 30 days' written notice or either You or We otherwise terminate the Agreement in accordance with these Terms and Conditions.
2. If at any time You wish to terminate the Agreement, You must either:
  1. Give Us written notice to that effect within a 7-working day period from and including the Start Date, in order for such notice to take effect immediately; or
  2. Give Us no less than 30 days' written notice, such notice will take effect no sooner than the End Date (subject to any variation thereof). If You wish to terminate the Agreement with effect from any date preceding such End Date and are unable to do so for cause or any other reason under these Terms and Conditions, if you are a Customer under the Agreement then You must pay Us the Customer Charges due for each month (or part thereof) remaining of the minimum 12-month period post-termination. Such Customer Charges will be calculated on the basis of the monthly Customer Charges as set out in the Signature Page (as varied if applicable), and any prepayment of Customer Charges that You have made to Us will not be credited or refunded ("No refund, exchange only"). The latter shall not prevent any refund to be made according to the applicable customer protection laws.
3. Either party may also terminate this Agreement with immediate effect by notice to the other party if:
  1. The other party becomes insolvent, makes any arrangement with or for the benefit of its creditors, goes into compulsory or voluntary liquidation, has a receiver, administrative receiver, liquidator or other similar official appointed over its assets, is subject to an administration or similar order or ceases trading;
  2. The other party commits a material breach of the Agreement and (where such breach is capable of remedy) fails to remedy the breach within 14 days of a written notice from the party not in breach requiring its remedy; or
  3. Any license required for Us to operate the Services is revoked, terminated or modified or, in the case of new license requirements being imposed, the applicable license:
    1. Is not granted to Us; or
    2. Is granted to Us but in such a way as to prevent Us from continuing to make the Services available or a Network Operator from enabling Us to make the Services available.

4. We may terminate the Agreement immediately upon notice in the event that any relevant legislation or regulation is implemented or modified with the effect that it is no longer commercially viable or possible for Us to make the Services available.
5. If you are using the Free Service under this Agreement You acknowledge that We reserve the right to, at Our absolute discretion, stop providing the Free Service to You on either a temporary or a permanent basis for any reason whatsoever without any prior notice
6. Termination of the Agreement for any reason does not affect any rights that have accrued to either party under the Agreement up to the date of its termination and those terms and conditions of the Agreement that are by their nature capable of surviving termination will continue in full force and effect following such termination.
7. On termination of the Agreement:
  1. You will immediately cease to use the Services; and
  2. All amounts then owed to Us, under or in connection with the Agreement, will become immediately due and payable.
  3. You will forfeit any unused credit on your account, except for payments received by us within seven (7) days prior to termination.
  4. All licenses and rights granted under these Terms will terminate immediately.

#### **4. The Service and the Free Service**

1. The Service enables a Paying Customer to use Our mobile messaging services as set out as part of Your online registration.
  1. Any such message shall be referred to in these Terms and Conditions as a “Chargeable Event”.
2. The Free Service will enable Non-Paying Customers to:
  1. Use the Trial for one or more elements of the Service described in the above clause 3a; and/or
  2. Use any element of the Service described in the above clause 3a or any other service made available by Us to You free of charge from time to time at Our absolute discretion.
3. Some or all elements of the Free Service may be accessed via a web application, an email gateway, a software tool and/or a web service more particularly described on our website at [www.compatel.com](http://www.compatel.com)

#### **5. Customer Charges and Payment**

1. The provisions of this clause apply to Paying Customers only.
2. You agree to pay all Charges due to Us in respect of making the Service available to You and Your access to and use of the Service (“Customer Charges”) by the prepayment method and in accordance with the terms as set hereof.

3. You agree to pre-purchase Chargeable Event credits for each month of the Agreement or such other period as is agreed between us, in which case We will allocate to You a corresponding number of Chargeable Events credits for that period. Each Chargeable Event that You conduct using the Service will therefore reduce the value of the Chargeable Event credits available to You by 1 corresponding unit charge (subject to any variation thereof and as agreed with Your account manager).
4. Any Chargeable Event credits purchased by You are only valid for the period in respect of which they have been allocated, any additional expenditure of Chargeable Events, over Your allocation limit, in such period, shall not be possible. However, You will still be allowed to purchase new Chargeable Event credits and expand your allocation for the given period at any time.
5. You shall be solely responsible, by seeking adequate Chargeable Event credit allocation(s) and checking Your remaining available Chargeable Event credit level on Our website at [www.compatel.com](http://www.compatel.com), for ensuring that You have enough Chargeable Event credits to meet Your requirements from time to time and We shall not be in any way responsible or liable in the event that You have insufficient Chargeable Event credits to meet Your requirements, and/or have exceeded Your Chargeable Event credit allocation(s), for any period.
6. For the avoidance of doubt, a Charge will be incurred for every Chargeable Event conducted by You regardless of whether it is successfully delivered.
7. If You do not pay any Customer Charges in accordance with the applicable payment terms, We reserve the right to, in Our sole discretion, suspend Your access to the Service and/or cease to allow any Chargeable Event to be conducted by You until further payment is received by Us which fully covers any unpaid Charges.
8. You are responsible for the payment of all bank and finance charges. Please ensure that the amount received on Our bank account, after deductions, corresponds to the full amount you owe Us.
9. You will not be able to receive any refund for the payment made (“No refund, exchange only”). The latter shall not prevent any refund to be made according to the applicable customer protection laws.

## 6. **Management of Your account**

1. After the Free Service session is completed, You will have the option to request the full Service which will enable You to become a Paying Customer.
2. A selected member(s) of Our dedicated team of account managers will be allocated to You once You start using the Free Service under these Terms.
3. Terms and conditions of the Service will be detailed in written form. In the event of any discrepancy between the Service terms stipulated hereunder and subsequent terms, the latter shall prevail.

## 7. **Account, Passwords and Security**

1. In order to provide Our services, We may require certain information. You must ensure that the information is complete and accurate. We may suspend or terminate any service if You give information that is not complete and accurate. You warrant that all information You provide to Us is complete and accurate and You indemnify COMPATEL against any liability that may arise as a result of Your failure to provide complete and accurate information. You must immediately notify Us if any of Your information changes.
2. We will give You or ask You to choose a user name or customer ID and password for each account. We may change, cancel or suspend Your password which You will be notified about.
3. Security. You:
  1. must keep Your username, customer ID and password confidential;
  2. must not circumvent, or attempt to circumvent, Our user authentication systems;
  3. must tell Us immediately if there is any unauthorized use of Your account or any other breach of security;
  4. are entirely responsible for all payments and any activities that occur on Your account;
  5. are liable for any damage, loss or costs that we or any third party may sustain as a result of any of your actions, or any actions of a third party using Your password, account name or account information; and
  6. must indemnify Us against any claim from any use of Your password, account name or account information by a third party or as a result of Your violation of this section.

## 8. **Availability and Interruption of the Service**

1. We will make the Services available to You as either a Customer and/or a Non-Paying Customer using reasonable skill and care. You do however acknowledge and agree that the availability of the Services, Your ability to access and/or use the Services and the conducting of any given Chargeable Event may depend upon factors beyond Our reasonable control, including (but not limited to):
  1. Factors affecting the operation of the Services and/or preventing Chargeable Event from being successfully conducted such as, by way of example, geographical or topographical shortcomings in the network of any telecommunications network operator ("Network Operator"), network capacity, physical obstructions or atmospheric conditions; or
  2. Factors preventing end-users from receiving Chargeable Events such as, by way of example, the terms and conditions of an end-user's service provider.
2. We cannot therefore guarantee:
  1. That the Services will be available to You at all times or free from faults or interruptions;
  2. The receipt by any intended recipient of any Chargeable Event sent using the Services (as applicable).
3. We will not be in any way liable for any failure to make the Services available to You to the extent that such failure results from a technical or other failure on the part of any Network

Operator or any other event which is beyond Our reasonable control. We provide all services “as is” and “as available”, and We hereby do not warrant, represent or guarantee, whether expressly or by implication, that any Services are free of errors or interruptions, always available, fit for any purpose, secure or do not infringe any third party rights.

4. We may, at Our sole discretion, alter or improve the Services We provide to You at any time, provided that any such alteration does not materially affect the nature or detract from the functionality of the Services.
5. It may be necessary from time to time for Us to suspend the Services that We provide to You for routine or emergency maintenance and/or repairs and We will, in so far as it is reasonably possible, provide You with a reasonable period of notice prior to any such suspension.
  1. We may at Our sole discretion suspend Your access to the Services and/or cease to allow any Chargeable Events to be conducted by You at any time. We are entitled to terminate these Terms for any reason, in which case We will give You appropriate notice as soon as is reasonably possible.

## 9. **Support services**

1. Unless We agree otherwise in writing, We will provide on-line technical support in respect of the Service and/or Free Service available to You 24/7 at the following e-mail address: [support@compatel.com](mailto:support@compatel.com)

## 10. **Confidentiality and Data Protection**

1. You will at all times keep confidential all information acquired as a consequence of using Our Services, except for information already in the public domain or information which You are required to disclose by law, requested by any Regulator or reasonably required by Your professional advisors for the performance of their professional services.
2. Each party will comply with all applicable data collection regulations in the processing of any personal data, including the mobile telephone numbers of Your end-user to whom Chargeable Events will be sent as a consequence of making the Services available to You (such personal data referred hereto collectively as “End-User Data”), under or in connection with the Agreement. Please see Our full privacy policy is set out on our website at [www.compatel.com](http://www.compatel.com).
3. We will treat Your End-User Data as confidential and will not disclose it to any third party or use or copy any part of it except for the purposes of making the Services available to You and providing any technical support required. We will make no further use of Your End-User Data without your specific authorization.

## 11. **Marketing**

1. Either party may make use of the other party’s name and visual identity for publicity and marketing purposes, without prior consent. Should this be unacceptable to either party, the withdrawal of consent must be communicated in writing. Without limitation to the foregoing, no

press release and/or any blog entry may be made by either party regarding this Agreement, without the prior consent of the other party.

## 12. Rules of Use

1. You warrant that You will not:
  1. Use the Services or permit the Services to be used to send Chargeable Events to any end-user for marketing purposes without that end-user's explicit request for, or prior consent, to receiving them. If you are sending any Chargeable Event for commercial purposes to any of Your end-users, You must abide by the telephone marketing practices of the end-users' jurisdiction, including but not limited to, obtaining prior express written consent from those end-users, and give all end-users the right to opt out of receiving any further Chargeable Events sent by You for commercial purposes (and You shall promptly process any end-user's election to opt out);
  2. Use the Services or permit the Services to be used to convey Chargeable Events to any end-user, with a frequency and in numbers which are excessive in Our reasonable opinion;
  3. Use the Services or permit the Services to be used for any improper, fraudulent, immoral or unlawful purpose;
  4. Use the Services or permit the Services to be used for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing character or nature;
  5. Use the Services or permit the Services to be used in a manner that infringes the intellectual property rights or any other proprietary rights of any third party; or
  6. Use the Services or permit the Services to be used in a manner that may injure or damage any person or property or cause the quality of the Services to be impaired.
2. You will at all times during the continuation of the Agreement:
  1. Send only Chargeable Events that comply with all applicable laws, regulations and Codes and that contain nothing which is likely to cause offense in view of the generally prevailing standards of decency and propriety from time to time;
  2. Comply with all reasonable directions and instructions issued by Us from time to time in relation to the Services;
  3. Comply with and observe at all times all applicable laws, regulations and Codes and any directions, recommendations and decisions of any Regulator; and
  4. Not act in any manner likely to bring Us, the Service, the Free Service or any Network Operator into disrepute.
3. You will, upon request, provide Us or any Network Operator or Regulator with any information relating to Your use of the Services that the requesting party reasonably requires. You are responsible for ensuring that any information relating to Your end-users, including (but not limited to) Your end-user Data, is accurate and complete.

4. You will not state or imply any approval by Us of any particular Chargeable Event that You send using the Services or refer to Us in any way without Our prior written approval.
5. Where requested by Us, You will promptly provide Us with a representative Forecast of Your Service and/or Free Service needs for the requested period, including (but not limited to) all reasonable details required for Us to plan network capacity requirements.
6. We may, at Our sole discretion cease to convey, and You will promptly cease to transmit at Our request, any Chargeable Event.
7. You warrant that You are the sole owner or licensor of all rights in Your End-User Data or You have obtained all necessary rights, licenses and consents from all relevant third parties to enable You, Us and Our sub-contractors to use the End-User Data for the purposes of the Agreement.

### 13. **Disclaimers, Limitations of Liability and Indemnification**

1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPATEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER SERVICES OBTAINED THROUGH THE SITE; (iii) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA AND/OR VERIFIED PROFILE; AND (iv) ANY OTHER MATTER RELATING TO THE WEBSITE AND/OR THE SERVICES OFFERED ON THE WEBSITE.
2. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE COMPATEL ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
3. You agree to indemnify and hold COMPATEL, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against COMPATEL by any third party due to, arising out of or in connection with your use of the website and/or the Services.
4. We will not be in any way liable for the content of any Chargeable Events sent or transmitted using the Service and the full responsibility for their content shall rest on you. You must observe all relevant legislation and regulations applicable in your jurisdiction and in the jurisdiction of all persons with whom you communicate directly when using the Service. By using the Service you also agree to be bound by the Rules of Use.
5. Subject to any express provision to the contrary in these Terms, We will not in any circumstances be liable to You (as either a Customer or a Non-Paying Customer) in contract, tort, negligence or otherwise for any economic loss (including, but not limited to, any loss or

profits, business, contracts, revenue, turnover or anticipated savings) or for any indirect or consequential losses, whether or not they were foreseen or foreseeable.

6. Each party acknowledges that neither You (as either a Customer or a Non-Paying Customer), nor We, have entered into the Agreement on the basis of or in reliance upon any representation (save for any representation made fraudulently), warranty or other term except as otherwise expressly provided in the Terms and, as such, all conditions, warranties and other terms implied by statute, common law or otherwise are hereby excluded to the greatest extent permitted by law.
7. We shall at all times in respect of the subject matter of these Terms comply with all applicable laws, regulations and rules having equivalent effect.
8. You shall be responsible for explaining and answering to any complaints that We receive from any relevant regulatory body resulting from your use of the Service and/or Free Service. We will forward any complaints to you as soon as it is reasonably possible. You must follow the applicable complaint procedures and respond to each complaint within the timeframes specified by the relevant regulatory body and must forward a copy of your response to Us immediately. You will be liable for any fines and/or penalties imposed by any regulatory body against You or Us or any of our associated companies, due to Your contravention of these Terms.

## 14. **Intellectual Property**

1. All content, trademarks and data on our website, including software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to Us, and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to You in these Terms, all other intellectual property rights on this website are expressly reserved.
2. We may grant You an individual, personal, non-exclusive and non-transferable license (“the License”) to use our proprietary software or application service, in object code form only, and only in accordance with the applicable Service Specific terms and other documentation, if any, and only in conjunction with the relevant services. You may not reverse engineer, de-compile, disassemble or otherwise attempt to establish the source code or underlying ideas or algorithms of our software; modify, translate, or create derivative works based on the software or application; copy, rent, lease, distribute, assign, or otherwise transfer rights to the software or application; or remove any proprietary notices or labels with regard to our services. We retain ownership of all propriety applications, software, intellectual property and any portions or copies thereof, and all rights in it. You will notify Us of any suspected infringement of Our intellectual property of which You become aware and will take all reasonable action as We may direct in relation to that suspected infringement where such is directly and specifically related to the services we provide you.
3. These Licenses terminate when Our contract with you ends and you must destroy and stop using all of our software and applications in your possession. The software is provided and applications are offered “as is” and subject to the service warranty disclaimers and limitations

of liability found elsewhere in these Terms. It is your responsibility to test the services before entering into this contract.

4. Content from Our website may not be used or exploited for any commercial and non-private purposes without Our prior written consent.

## 15. **Force Majeure**

1. Neither party will be liable for any delay in the performance of or any failure to perform any of its obligations under this Agreement that is caused by any event which is beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of necessary telecommunications, data communications and/or computer services, power supply failures or shortages, acts or omissions of third parties (including, but not limited to, Network Operators), acts of government or Regulators or telecommunications network congestion.

## 16. **Assignment**

1. Neither party will assign, transfer or sub-contract either in whole or in part any of its rights or obligations under the Agreement without the other party's prior written consent (not to be unreasonably withheld or delayed), provided that We shall be entitled without Your prior written consent to assign, transfer or sub-contract in whole or in part any of its rights or obligations under the Agreement to any affiliated company.

## 17. **Severability**

1. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

## 18. **Governing Law & Dispute Resolution**

1. These Terms shall be governed by and construed in accordance with laws of the Republic of Nigeria and the parties hereto submit to the non-exclusive jurisdiction of the Lagos courts for the purpose of enforcing any claim arising hereunder.