

TERMS OF USE

Zen World Technologies Ltd and its affiliates (together referred to as "**we**", "**our**", and "**Company**") welcome you to our Site which can be found [here](#) ("**Site**"). Our Site offers basic information about our product, (**QuickpayNG**), and other Services which we offer (collectively "**Services**"). You may access our Services in accordance with the Terms of Use hereunder.

1. Definitions and Interpretations

To ensure that you understand certain terms used in this Terms of Use, the following terms are referenced and defined below:

- 1.1. "Company", "we," "us," or "our"** means Zen World Technologies Ltd, its subsidiaries and affiliates including any person or legal entity to whom the rights and/or obligations of the Company have been assigned to.
- 1.2. "Content"** means the Services and any content, materials, graphics, audiovisual files, processes and code, features, functionality, and products available on our Site.
- 1.3. "Device"** means any electronic device connected to the internet that a person (natural or legal) uses to access our Site. It could be a phone, tablet, computer, or any other device capable of connecting to the internet and accessing our Services.
- 1.4. "Personal information"** means any information that belongs to any identifiable living person. Such information includes but is not limited to names, telephone numbers, addresses, email addresses, and National Identification Numbers of individuals which makes them easily identifiable.
- 1.5. "Product"** refers to QuickpayNG, an innovative financial well-being product designed primarily for African Employees and Employers.
- 1.6. "Services"** means the products and Services offered by the Company via the Site Application which include: Payroll Services.
- 1.7. "User" or "you" or "your" or "customer"** means any person including entities that access our Site. This includes both current and past registered users and any and all other persons that in one way or the other interact with our Site.

2. Acceptance of the Terms

- 2.1.** By accessing or using the Site and/or Services, you acknowledge that you have read and understood the following Terms of Use, including the terms of our Privacy Policy (collectively, the "**Terms**") and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of our Services and you further acknowledge that these Terms constitute a binding and enforceable legal contract between you and the Company.

If you do not agree to these Terms, please do not access or use the Site and/or any of our Services.

3. The Site

- 3.1.** The Site provides comprehensive information regarding our Product and Services and may include any other content related thereto such as contact information, videos, text, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Site, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Site (collectively, the "Content").
- 3.2.** All rights in and to the Content available on the Site are reserved to the Company to the extent legally permissible. We will not be liable for any damages or loss, incurred by you or any other person as a result of or in connection with your use of the Site and/or Services and/or the content available therein. Your use of the Site and/or the Content and/or the Services is entirely at your own risk.

4. Our Services

Subject to this Terms of Use and our Privacy Policy, we provide the following Services which include but are not limited to:

4.1. Payroll Services

- 4.1.1.** This service enables Employers to offer their Employees access to their earned salaries instantly at any given time without making changes to their existing payment processes, with QuickpayNG, funding the Employees' accounts. This service is predicated on a pre-arrangement between the Employer and QuickpayNG on the agreement that the Employer would deduct funds transferred to Employees by QuickpayNG at source from the Employee's monthly salary on the due date.
- 4.1.2.** Fees: Funding Employees' accounts attracts a fee. By default, this fee is borne by the Employee. However, the Employer may choose to bear the fee.
- 4.1.3.** If any of the Company's Employees have withdrawn from QuickpayNG's flexible salary service and the Employee's employment is terminated without notice, and the Company is unwilling to repay the funds withdrawn by its former Employee, the Employee will be liable to make repayments to QuickpayNG and QuickpayNG will have the right by law to recover the funds from the Company's former Employee.

5. Employment Data

- 5.1.** QuickpayNG service relies upon information shared by Employers about their Employees. By agreeing to our Terms of Use, Employees consent to their Employer sharing employment data required for them to use the QuickpayNG service. This includes:
- 5.1.1.** Your name;

- 5.1.2. Your Employee identification number;
- 5.1.3. Your contact information (including your email and your mobile phone number);
- 5.1.4. Your net pay;
- 5.1.5. Your bank account information (for purposes of facilitating payments); and
- 5.1.6. Any other related data shared by your Employer.

5.2. Employers must notify us immediately if there are any changes to Employee details. If they do not, the Employee's QuickpayNG account and participation in the QuickpayNG Service could be adversely impacted. We are not liable for any of these adverse impacts. Additionally, we do not control when banks post incoming payments into Employee's accounts, so there may be delays that are beyond QuickpayNG's control and which Employees may need to resolve with their banks.

6. Settlement Of Employees Withdrawals

6.1. Employers shall pay QuickpayNG for all sums withdrawn in any month by its Employees on the same date the Employer pays its Employees salary. Thus, the Employer shall pay QuickpayNG for all monies withdrawn by its Employee(s) in each month the withdrawal is made.

7. Withdrawals and Charges

- 7.1. When an Employee makes a withdrawal between **₦1 (One Naira)** to **₦ 10,000 (Ten Thousand Naira)** a transaction fee of **₦500 (Five Hundred Naira)** shall apply while withdrawals above **₦10,000 (Ten Thousand Naira)** shall attract **₦1,000 (One Thousand Naira)** transaction fee. Employers may choose to pay the transaction fees for their Employees otherwise the fees shall be charged on the Employee's account.
- 7.2. Employees may withdraw up to **₦100,000 (One Hundred Thousand Naira)** on QuickpayNG and may also choose to increase or decrease this withdrawal limit.
- 7.3. Employees may not withdraw more than 8 (Eight) times in a month. However, Employers may reduce this limit at their sole discretion.

8. Privacy Policy

8.1. We respect your privacy and are committed to protecting the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site and Services. Our policy and practices and the type of information collected are described in detail in our **Privacy Policy**. If you intend to access or use our Site and/or our Services you must first read and agree to our Privacy Policy.

9. Intellectual Property Rights

- 9.1.** The Site, our Services, the Content and the Company's proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to Zen World Technologies Ltd and are protected by applicable Copyright Laws and other Intellectual Property Rights laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by the Company and its licensors.
- 9.2.** These Terms do not convey to you any interest in or to the Company's Intellectual Property but only a limited revocable right of use in accordance with these Terms. Nothing in these Terms constitutes a waiver of the Company's Intellectual Property under any law.

10. Links to Third Party Sites

- 10.1.** Certain links provided herein may permit our users to leave the Site and access Sites or Services of third parties. Those linked Sites and Services are provided solely as a convenience to you. The linked Sites and Services are not under the control of the Company and we are not responsible for the availability of such external Sites or Services. We do not endorse and are not responsible or liable for any content advertising, products, or other information on or available from such linked Sites and Services or any link contained in linked Sites or Services. Your access to, use of, and reliance upon any such Sites, Services, and content and your dealings with such third parties are at your sole risk and expense. We reserve the right to terminate any link at any time. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with the use of or reliance on any Services, content, products, or other materials available on or through such linked Sites or resources. Most of such linked Sites and Services provide legal documents, including terms of use and privacy policy, governing the use thereof. Kindly read such documents carefully before using those Sites.

11. Grant of Licence and User Restrictions

- 11.1.** In consideration of your agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to use and access our Services on your mobile and other electronic devices. Unless otherwise stated, we own the intellectual property rights published on the Site. Subject to the licence granted to you above, we reserve all intellectual property rights to our Site.
- 11.2.** You may view, download for caching purposes only, and print pages, files, or other content from the Site for your own personal use, subject to the restrictions set out in these Terms of Use.
- 11.3.** You agree not to disassemble, decompile, reverse-engineer, or create derivative works based on the whole or any part of our Services or attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the

purpose of achieving interoperability of our Services with another software program and provided that:

- 11.3.1.** The information obtained by you during such activities is not disclosed or communicated to any third party without our prior written consent; and is not used to create any software that is substantially similar to our Services.
 - 11.3.2.** You seek our consent to use any of our Intellectual Property and agree to include our Copyright notice and all other relevant Intellectual Property notice on all entire and partial copies you make of our Site on any medium; and
 - 11.3.3.** You undertake not to provide or otherwise make available our Services, in whole or in part (including object and source code), in any form to any person without prior written consent from us;
- 11.4.** You further agree to the following:
- 11.4.1.** Not to republish material from our Site in either print or digital media or documents (including republication on another Site);
 - 11.4.2.** Not to sell, rent, or sub-license material from our Site;
 - 11.4.3.** Not to show any material from our Site in public;
 - 11.4.4.** Not to reproduce, duplicate, copy, or otherwise exploit material on our Site or for a commercial purpose;
 - 11.4.5.** Not to redistribute material from our Site - except for content specifically and expressly made available for redistribution;
 - 11.4.6.** Not to republish or reproduce any part of our Site through screenshots.
 - 11.4.7.** Not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses our Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, We grant the operators of public search engines permission to use spiders to copy materials from our Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases.
 - 11.4.8.** Not to collect or harvest any personally identifiable information from our Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes.

- 11.4.9.** Not to solicit, for commercial purposes, any users of our Site with respect to their user contents and submissions.
- 11.4.10.** Not to impersonate any person or organisation.
- 11.4.11.** Not to harass any other user.
- 11.4.12.** Not to use our Services for any illegal purpose.

12. Personal Information

- 12.1.** As a user, accessing our Services, we may require you to provide any or all the following: telephone number, email address, Employer's details, details of your company, and any other information or document as we may require.
- 12.2.** You warrant that all information provided by you to us is true, correct, and accurate. You also undertake to notify us of any changes to the information or documentation which you have provided.
- 12.3.** You agree and authorise the Company to verify information provided by you against the information held by any third party (including official databases) such as Payment System Providers or any other data verification organisation available to us.
- 12.4.** You hereby agree and authorise us to collect and verify information including, but not limited to, data relating to your phone (including, without limitation, your phone's history) from your mobile device, from any SMS sent to you or by you, from any 3rd party applications, and such other information as we shall require for purposes of providing you with our Services ("Relevant Information").
- 12.5.** You hereby consent to us verifying your Personal Information and the Relevant Information and using the Personal Information and the Relevant Information to the full legal extent necessary for the provision of our Services to you.
- 12.6.** You agree to indemnify and to not hold us liable with respect to any claims, losses, liabilities, and expenses (including legal fees and expenses) that may arise as a result of the disclosure and reliance on such Personal Information and/or Relevant Information.
- 12.7.** We reserve the right to request for further information from you pertaining to your use of our Services at any time. Failure to provide such information within the time required by us may prevent us from providing you with the required Services.

13. Condition of Use

- 13.1.** If you are an individual, you must have attained the age of **18 years or above** to use our Services. We may require at any time that you provide evidence of your age. By using our

Site and Services, you represent and warrant to us that you are 18 years or older and that your use of our Site and service does not violate any laws or regulations applicable to you. You shall indemnify us against any losses we incur in connection with your breach of these Terms.

- 13.2.** You must provide all information as may be requested by us, such as your name, telephone number, residential address, email address, salary bank account details, and such other information as we may request from time to time (**collectively, “User Submissions”**).
- 13.3.** You agree to promptly notify us of changes to your user submissions by updating your profile on our Site and to notify us of the same within a reasonable time.
- 13.4.** You hereby consent to us verifying your user submissions and using the Information to the full legal extent necessary for the provision of our Services to you.
- 13.5.** The Services and contents on our Site, including and without limitation to, the text, software, scripts, graphics, files, documents, images, photos, sounds, music, pictures, messages, interactive features, the design of and “look and feel,” etc including trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to us, subject to Copyright and other Intellectual Property Rights Laws.
- 13.6.** Contents on our Site are provided to you **AS IS** for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the Company. We reserve all rights not expressly granted in and to our Site and the contents contained therein.

14. Acceptable Use

- 14.1.** Our Site must not be used in any way that causes or may cause damage to the Site or impairment of the availability or accessibility of our Site or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 14.2.** Our Site must not be used to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan, or other malicious computer software. You must not conduct any systematic or automated data collection activities on or in relation to this Site without our express written consent. E.g. scraping, data mining, data extraction, data harvesting, and screenshots.
- 14.3.** Our Site or any part thereof must not be used to transmit or send unsolicited commercial communications, nor must it be used for any purposes related to marketing without the express written consent of the Company.

15. Restricted Use

- 15.1.** Users must not deploy the use of a User QuickpayNG Account to undertake any of the activities or categories of activity set out in this section (each a “Prohibited Activity”):
- 15.1.1.** Violation of any laws, statutes, ordinance or regulations;
 - 15.1.2.** Undertaking, facilitating or supporting criminal activity of any kind, including but not limited to money laundering, terrorist financing , illegal gambling operations or malicious hacking;
 - 15.1.3.** Abusive activity, including but not limited to:
 - 15.1.4.** Imposing an unreasonable or disproportionately large load on QuickpayNG’s infrastructure, or otherwise taking any action that may negatively affect the performance of the QuickpayNG Site or QuickpayNG’s reputation;
 - 15.1.5.** Attempting to gain unauthorised access to the QuickpayNG Site or any QuickpayNG Account;
 - 15.1.6.** Transmitting or uploading any material to the QuickpayNG Site that contains viruses, Trojan horses, worms, or any other harmful programmes; or
 - 15.1.7.** Transferring the User QuickpayNG Account access or rights to the User QuickpayNG Account to a third party, unless as required by law or with QuickpayNG’s prior consent.
 - 15.1.8.** Paying in to or otherwise supporting pyramid schemes, Ponzi schemes, matrix programmes, “get rich quick” schemes, multi-level marketing programmes or high-yield investment programmes;
 - 15.1.9.** Fraudulent activity, including but not limited to taking any actions that defraud QuickpayNG or any QuickpayNG customer, or the provision of any false, inaccurate, or misleading information to QuickpayNG;
 - 15.1.10.** Transactions involving items that may help facilitate or enable illegal activity; promote or facilitate hate, violence or racial intolerance; are considered obscene; or may be stolen goods or the proceeds of crime;
 - 15.1.11.** Sale or purchase of narcotics or controlled substances;
 - 15.1.12.** Intellectual Property infringement.
- 15.2.** QuickpayNG reserves the right to restrict, suspend or terminate a User of any QuickpayNG Account if it suspects that the User’s QuickpayNG Account is associated with any of the activities listed above, or any similar or related activity, without having obtained the prior written approval of QuickpayNG.

16. Restricted Access

- 16.1.** Access to certain areas of our Site may be restricted. We reserve the right to restrict access to certain areas of our Site, or the entire Site.
- 16.2.** If we provide you with a user ID and password to enable you to access restricted areas of the Site or other content or Services, you must ensure that the user ID and password are kept confidential. You alone are responsible for your password and user ID security. We may disable your user ID and password if you have breached any of the provisions of this Terms of Use.

17. Reasonableness

- 17.1.** By using this Site, you agree that the exclusions and limitations of liability set out on the Site disclaimer are reasonable. If you do not think they are reasonable, you must not use this Site.

18. Cookies

- 18.1.** We employ the use of cookies. By using our Site, you consent to the use of cookies in accordance with our privacy policy.
- 18.2.** Most modern-day interactive websites use cookies to enable them to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of those areas and to facilitate ease of use. Some of our affiliate/advertising partners may also use cookies.

19. Breach of Terms of Use

- 19.1.** Without prejudice to our other rights under these terms of use, if you breach these Terms of use in any way, we may take such action(s) it deems appropriate to deal with the breach, including suspending your access to the Site, prohibiting you from accessing the Site, blocking computers using your IP address from accessing the Site, contacting your Internet service provider to request that they block your access to the Site and/or bringing legal proceedings against you.

20. Notices

- 20.1.** You agree that we may communicate with you in relation to these Terms via email, text message, voice or other communication channels.

21. Special Provisions relating to Third Party Components

- 21.1.** Our Site may use or include third party software, files and components that are subject to open source and third party licence terms (“Third-Party Components”). Your right to use such third-Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgements and licence terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third-Party Components and these Terms, the licensing terms of

the Third Party Components shall prevail in connection with the related Third-Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Site and/or the Products and Services and all liability related thereto. You acknowledge that the Company is not the author, owner or licensor of any Third-Party Components, and that the Company makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third-Party.

22. Our Services Availability

22.1. Our Site's contents, availability and functionality depend on various factors, and such are subject to our Terms of Use and as such may be changed or modified by us from time to time. The Company does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorised access or error-free.

23. Changes to The Site and Our Services

23.1. We have the exclusive right to amend, alter, modify, correct, improve, make any changes, replace, suspend, discontinue, temporarily or permanently from time to time, at our sole discretion, all or any portion of the Site including its Services.

24. Disclaimer of Warranties

24.1. Subject to these terms and conditions, we do not;

24.1.1. Warrant that the use and operation of the Site and/or the account and/or the product and Services is or will be secure, timely, accurate, complete, uninterrupted, without errors, or free of viruses, defects, worms, other harmful components or other program limitations.

24.1.2. Warrant that the Company will correct any errors or defects in the Site and/or Services.

24.1.3. Make any representation regarding the use, inability to use or operate, or the results of the use of the Site and/or the account and/or the products and Services and/or content available thereon or through the Site and/or account and/or products and Services. The Company and the Company's representatives disclaim all warranties and conditions with regard to the use of the Site and/or the account and/or the Services, including but not limited to the availability, reliability or the quality of the Site and/or the account and/or the products and Services, and are not and shall not be responsible for any error, fault or mistake related to any content and information displayed within the Site.

24.2. We are not responsible and have no liability for any item or service provided by any entity other than the Company.

- 24.3.** We are not responsible for any consequences to you or others that may result from technical problems (including without limitation in connection with the internet such as slow connections, traffic congestion, overload of servers, delays or interruptions) or any telecommunications, internet providers, or payment service providers.
- 24.4.** You agree that use of the Site and/or the account and/or the products and Services is entirely at your own risk.

25. Limitation of Liability

- 25.1.** To the maximum extent legally permissible, in no event shall we, including our representative be liable for;
- 25.1.1.** Any direct, indirect, incidental, special or consequential damages, or for any loss of profits or loss of revenue resulting from the use of our Services by the user or any third parties or any failure of our Services; or
- 25.1.2.** Any loss of data or corruption of data, including loss of data resulting from delays, non-deliveries, misdeliveries, service interruptions, failure of us, reclamation of servers by us, failure of servers, the reloading of an operating system or other software on a server or the negligence of any user.
- 25.2.** The user is solely responsible for safeguarding, backing up, and archiving all data owned, controlled or transmitted by the user that resides with the Company or on any server owned or operated by us.
- 25.3.** Our Services are provided **“as is,”** without warranty of any kind, whether express or implied, and disclaims all implied warranties, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.
- 25.4.** users shall be solely responsible for the selection, use and suitability of the Services for the user's needs and we shall have no liability therefore.
- 25.5.** No claim may be asserted by the user against the Company more than **2 (two)** years following the date of the event that such claim was made.
- 25.6.** User acknowledges and agrees that the receipt of a service credit constitutes the user's sole and exclusive remedy, and notwithstanding anything contrary contained herein, The Company shall neither compensate the user nor become liable to the user in any case of which, including, without limitation to;
- 25.6.1.** Insufficient hard disk space on the servers;
- 25.6.2.** Firewall malfunctions; and

25.6.3. Denial-of-service attack (dos attack) or distributed denial-of-service attack (ddos attack).

25.7. You will not waive any right to, seek to recover any other damages, including consequential, lost profits, special, indirect or incidental damages from us and from the Company's representatives.

26. Backup Assurance Policy

26.1. Any backups to the user's data are not, and cannot be, guaranteed by the Company explicitly encouraging the user(s) to run, on their own or by third parties which are not Company, periodic backups of their data. To remove any doubt, as a user, you are responsible for backing up your data on your own or any other off-site location.

26.2. We assume no responsibility for failed backups, lost data, or data integrity. If any of your data is damaged, deleted, lost or corrupted in any way, or becomes otherwise unavailable due to termination or suspension of your account pursuant to these Terms, the Company will have no obligation or liability to you.

27. Indemnification

27.1. You agree to defend, indemnify, and hold harmless Company and Company representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from:

27.1.1. Your use, misuse of, inability to use and/or activities in connection with the Site and/or the account and Services and/or Content;

27.1.2. Your violation of any of these Terms or any applicable law;

27.1.3. Your violation of any third party rights, including without limitation any intellectual property rights or privacy rights of such third party with respect to your use of our Services; and

27.1.4. Any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site It is hereby agreed that this defence and indemnification obligation will survive these Terms.

27.2. Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defence. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval

28. Assignment

28.1. We may transfer, sub-contract or otherwise deal with its rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms.

29. Law and Jurisdiction

29.1. These terms of use will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

30. Dispute Resolution

30.1. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, either of the parties shall approach a competent court of jurisdiction within the Federal Republic of Nigeria.

30.2. The language to be used in the court shall be English Language.

30.3. The parties agree that all correspondence relating to these Terms shall be written in the English language.

30.4. The cost of court proceedings shall be covered individually by each of the Parties

31. Modification and Amendments

31.1. The Company may, at its sole discretion, modify or amend these Terms from time to time, including any other policies incorporated thereto, including, without limitation, the Privacy Policy, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect **48 hours** after such notice was provided on our Site and/or sent via e-mail, whichever is earlier. Otherwise, all other Changes to these Terms are effective as of the stated **“Last Revised”** and your continued use of the Site and/or our Services on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that these Terms, and/or Privacy Policy should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

31.2. No amendment thereof will be binding unless in writing and signed by the Company

32. Termination or Suspension of your Account

32.1. Notwithstanding the above, the Company shall have the right, at its sole and absolute discretion, to immediately terminate the Products and Services and/or any engagement with the user upon any breach of the user of these Terms.

32.2. For the avoidance of any doubt, in case of termination of your use of our Services pursuant to this Clause for any reason, you shall;

32.2.1. Bear the sole and entire responsibility for the transfer of all of your data from Company to a new entity as instructed by you; and

32.2.2. Immediately pay to the Company any and all unpaid fees.

32.3. Without limiting the generality of the forgoing, the Intellectual Property, Disclaimer of Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of these Terms.

32.4. Additionally, we may at any time, at our sole and absolute discretion, cease the operation of our Services or any part thereof, temporarily or permanently. You agree and acknowledge that the Company does not assume any responsibility with respect to, or in connection with the termination of the Site's and/or account's and/or our Services' operation and loss of any data.

32.5. We reserve the right to suspend access to your account if we believe, in our sole discretion, that one (or more) of the following events have occurred;

- There is risk to the security or privacy of your Account;
- There is a threat to the security or integrity of our network or our servers;
- Suspension is needed to protect the rights, property or safety of the Company, its users or the public;
- There is a basis for termination of your Account;
- You have violated these Terms, Privacy Policy, or any applicable law; and/or
- We are required to by law.

32.6. We may provide you a notice in the event of any such suspension. During such suspension, you will not have the ability to use or access our Services. In the event that we will determine, in our sole discretion, that the reason for suspension of access to our Services has been resolved, we will restore access to our Services.

33. Non-Waiver and Severability

33.1. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof,

33.2. If any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein.

34. Entire Agreement

34.1. These Terms of Use, together with our Privacy Policy; constitute the entire agreement between you and us in relation to your use of our Site, and supersede all previous agreements in respect of your use of our Site.

35. General

35.1. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, Employer-Employee, agency, or franchisor-franchisee relationship between the parties hereto.

36. For information, questions or notification of errors, please contact:

36.1. If you have questions or comments about this notice, you may contact us by sending a mail to us via **hello@quickpayng.co** and you can also reach out to us on **+2347038258121**.