

	Version 1 – 2025-02	Subject User Terms & Conditions	
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User Terms & Conditions

This is the current and applicable version of the Terms and Conditions applicable to users of Naijasend

Chargebridge Innovation Limited

Company registration number: 8130907

Address: Plot 2241, Festac Link Bridge, Amuwo Odofin, Lagos State, Nigeria

1. General

- 1.1. These Terms & Conditions, the Privacy Notice, and the Cookies Policy govern how the Website provides services to you.
- 1.2. You agree to be bound by these Terms & Conditions by using the Website. Before using the Services, please carefully read these Terms & Conditions. For future reference, you should print a copy of these terms and conditions.
- 1.3. Your only option, if you disagree with these terms and conditions, or any later changes made to them, is to stop using the website right away.

2. Definitions

- 2.1. When used in the context of this Terms & Conditions document, the words in bold print in this section have the meanings indicated following them. When the context permits, the singular form shall include the plural form and vice versa.
- 2.2. **Cookies Policy** refers to the "Cookies Policy" document that Naijasend has posted on the website and that Naijasend updates from time to time.
- 2.3. **Intellectual property rights** include copyright, patents, registered and unregistered trademarks, registered and unregistered design rights, rights with regard to databases and topography, and other intellectual property rights. They also include the right to file a passing-off lawsuit, the right to apply for protection in relation to any of the aforementioned rights, and any other forms of protection that are equivalent to or have a similar effect to any of these that may exist anywhere in the world.
- 2.4. **Privacy Notice** refers to the "Privacy Notice" document that is posted on the website.
- 2.5. **Terms and Conditions** refer to the terms and conditions outlined in this document that govern the provision of the website and Services to you, as well as any additional terms and conditions that may be added to or replaced for them at any time in accordance with the Agreement.
- 2.6. **Top-Up** refers to the process of transferring funds from an Account to a mobile operator (who Naijasend may occasionally authorize) in order to pay for the mobile operator's provision of Wi-Fi, satellite television, and/or telecommunication services to a prepaid mobile phone, account number. This transfer is done through the use of the Services and the Website.

- 2.7. **Voucher** refers to the Multi-Purpose Vouchers.
- 2.8. **Services** refers to the various services that Naijasend occasionally makes available on the website, such as reporting and Top-Up services.
- 2.9. **Website** refers to a page that has Naijasend.com as its URL.

3. Main Characteristics of the Services

- 3.1. Naijasend caters to the unique needs of expats who regularly support their loved ones in their home countries. Naijasend facilitates these transactions through a secure and user-friendly interface, operating with trusted partners, offering two different products and services: Mobile Phone Top-up of airtime and data; and Multi-Purpose Vouchers to be traded, re-sold and/or utilised with online third parties.
- 3.2. Mobile Phone Top-up: Naijasend's platform provides easy mobile phone top-ups of airtime and data. This service is tailored to the specific requirements of each country and the varied mobile carriers.
- 3.3. Multi-Purpose Vouchers: Naijasend provides an innovative service with blockchain-secured vouchers, both proprietary and from third parties. These can be used for a range of purposes and online purchases on a range of different platforms, and can be traded, re-sold or gifted.

4. Your information

- 4.1. Regarding your pertinent data held by Naijasend, it shall abide by all of its obligations under the applicable data protection laws. Naijasend shall handle data that it gathers as part of the Services in compliance with its Privacy Notice and Cookies Policy. These documents describe how Naijasend handles and safeguards the data that you submit to it. It is advised that you thoroughly read the Privacy Notice and Cookies Policy, available on our website.
- 4.2. You agree that, subject to our obligations in the Privacy Notice & Cookies Policy, Naijasend may use, reproduce, publish, modify, adapt, and transmit to others without charge or restriction any feedback, suggestions, ideas, or other materials you send Naijasend regarding or via our Website or the Services.

- 4.3. Please be aware that sending email over the internet cannot guarantee the security of the data, as it can be intercepted by outside parties or sent in error. Unless you are utilising secure or encrypted communications technology, you shouldn't disclose personal information online.
- 4.4. All messages sent by Naijasend to you over the Website, as well as any instructions you give, are recorded, but Naijasend is not required to do so.

5. Your Guidelines and Responsibilities

- 5.1. You are responsible for making sure that all instructions you provide to Naijasend via the Website are precise and comprehensive, and that you accurately identify the account number, access account, or mobile phone number to which any Top-Up is to be credited where applicable. Specifically, before confirming any instruction to Naijasend, you must make sure that the instruction you plan to give is the one that is confirmed to you after you send an instruction through the website. For the avoidance of doubt, Naijasend's processing of any such confirmed instruction shall be final and binding on you.
- 5.2. You will supply and maintain the equipment required to access the Website, and you will be responsible for its upkeep. Naijasend maintains the right to change the hardware and software specifications as needed to maintain or enhance the services it offers through the website.
- 5.3. You promise to abide by this Agreement to the letter. You understand that the purpose of this Agreement is to reduce the possibility of unauthorized use of the Website, and you accept that risk.

6. Right to Withdrawal

- 6.1. By purchasing top-ups or Multi-Purpose Vouchers from Naijasend, you acknowledge and agree that, in accordance with Federal Competition and Consumer Protection Act 2018, part 15, section 122 your right to return goods is forfeited.

7. Account Transactions for Mobile Phone Top-Ups

- 7.1. Only naijasend.com offer the Top-Up service. By sending Naijasend an instruction to debit an account through the website that has

been transmitted with your username and password, or through any other authentication process Naijasend may require to be used in connection with the website, you authorize Naijasend to act on that instruction without requiring Naijasend to conduct any additional authentication or inquiry. All such debits will be considered your liability.

- 7.2. Naijasend will only offer you the Top-Up service with regard to the mobile phone providers listed on the Website; these providers are subject to availability and change. When using a mobile phone Top-Up, you must enter the account number or mobile phone number into the designated field on the website for the phone to which any Top-Up is to be credited. It is your duty to confirm that the number you entered was accurate. The next step will ask you to choose how much Top-Up you want to add to that account number or mobile number.
- 7.3. Naijasend top-ups are made in Euros and not the local currency.
- 7.4. After a successful payment, Naijasend promptly sends the Top-Up to the designated number or access account. On rare occasions, there can be a brief wait before the applicable mobile provider initiates the Top-Up. As soon as your Top-Up transaction has been successfully sent, Naijasend will email you a confirmation prompt with information on the Top-Up.
- 7.5. You acknowledge and accept that Naijasend will only send Top-Ups based on the permission you give it, and that the relevant mobile operator will be the only one accountable to the recipient of Top-Up for any services associated to the Top-Up.
- 7.6. The Top-Up cannot be returned, except as required by applicable law, once it is sent to a mobile phone number, account number, or access account since it can be utilized right away. In order to prevent future errors, Naijasend requests that you verify the accuracy of the email address, account number, and mobile number you have entered via the order summary.

- 7.7. You may only use the Website to effect a finite number of Top-Ups and/or Top-Ups to a finite amount of money during finite times. When these limitations are reached or if you try to make Top-Ups that are greater than permitted, you will immediately receive notifications via the website. You may occasionally be subject to additional restrictions and limitations on how you can use this website; you will be informed of these through your use of the website.

8. Multi-Purpose Vouchers

- 8.1. The Multi-Purpose Vouchers will be activated immediately and become available for use. Once the voucher is issued, its value becomes accessible and redeemable immediately.
- 8.2. The Multi-Purpose Vouchers are valid for 60 months from date of issue. Unused values will not be refunded or attributed to any transactions after the expiry date.
- 8.3. Vouchers cannot be redeemed for cash, returned for a refund, have their balances consolidated to a new voucher or be replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.
- 8.4. The vouchers are multi-purpose and can be redeemed only on www.naijasend.com.
- 8.5. Vouchers cannot be replaced if lost.
- 8.6. Once the voucher is issued, its value becomes accessible and redeemable immediately, and as such, the transaction is non-reversible, and no refunds or cancellations will be granted, except in accordance with applicable law, or these Terms and Conditions.
- 8.7. Vouchers can be refunded if the buyer can provide proof of abuse of card or proof of other fraudulent behaviour. Naijasend retains the right to decline refunds, based on validity of the proof. If you suspect any unauthorised activity, immediately report this to Naijasend.

9. Additional Charges, Taxes and VAT

- 9.1. Before you are asked to complete the transaction, the entire amount (including all relevant taxes and levies) that must be paid will be shown in clear and visible detail on the website. You are under no obligation to proceed with the transaction at this time.
- 9.2. Unless specifically authorized by Naijasend, no fees, surcharges, or other sums may be added to this total sum. Such fees, surcharges or other sums may occur based on third party charges, which shall be calculated by the

receiving country. If additional fees, surcharges or other sums are added to the total sum, you will be informed before completing the transaction.

- 9.3. Upon request, Naijasend will provide written records of transactions, itemizing details of transactions, sale of goods or services, including applicable taxes, if any.

10. Using website

- 10.1. Users use this website at their own risk. Naijasend makes no representations or warranties regarding the use of this website, or any content obtained from it, including the possibility of data loss or computer virus infection. Naijasend disclaims all duty, express or implied with regard to any losses or damages resulting from the use of this website or any content obtained from it, including the possibility of data loss or computer virus infection, or the inability to use, access, or perform this website, any of its contents, or the services.
- 10.2. When utilising the Services, both you and Naijasend agree that neither of you will make an effort to contest the legitimacy of your instructions as they pertain to the Services, or the communications Naijasend sends you regarding the instructions. Both you and Naijasend agree that any legal requirements for written communication will be satisfied by the instructions, data, messages, and/or authorizations provided through the Services.

11. Modifications to the Agreement

- 11.1. These Terms & Conditions can change at any time. All such modifications will take effect and become legally binding on you fourteen days after you get notice of them via email, mail, or a message posted on the website. You are advised to check our Website regularly for any changes. You may terminate these terms and conditions immediately upon receiving notice of any changes, but doing so will not affect any rights or obligations that have arisen prior to the termination date, such as your liability for any debt incurred on any Account or any other obligations that have arisen prior to that date.

12. Information Privacy

- 12.1. You agree to keep all information you receive from Naijasend about our policies, procedures, costs, hardware, software, and/or systems in connection with these terms and conditions strictly confidential. You also agree not to disclose this information to any outside parties or use it for any purpose other than carrying out your duties under these terms and conditions.

13. Intellectual Property

- 13.1. The Website (including the Intellectual Property Rights therein) may only be downloaded, used, viewed, and displayed by you in compliance with these Terms & Conditions and only for the purpose of utilising the Services. Naijasend or its licensors own the Intellectual Property Rights and materials of the Website, unless otherwise noted. Without Naijasend's prior approval, it is forbidden to reproduce, copy, modify, alter, or adapt all or part of the website's contents (including any visuals or trademarks).
- 13.2. All intellectual property rights associated with the terms "Naijasend," as well as any related logo, belong to Naijasend. The domain name www.naijasend.com is owned by Naijasend as well, in full.

14. Temporary Service Discontinuation

- 14.1. Without causing you any harm, Naijasend has the right to temporarily suspend access to the relevant Services or the Website for as long as is necessary to address, remedy, or resolve any issues that may arise from disruptions to, or failures, unavailability, faults, or malfunctions of, any product or system used in connection with the Website or the Services, or where there is a real or potential security risk. In addition, Naijasend has the right to halt the Website and/or Services while it performs scheduled or emergency maintenance or updates. Furthermore, you understand and agree that in the event that Naijasend has reasonable suspicions that your use of the Website, Account, or Services has been improper, illegal, or fraudulent, your access to all of them may be suspended.

15. Unexpected Events

- 15.1. If an act of God, fire, an act of government or state, a war, a civil commotion, an insurrection, a sanction, an embargo, an

inability to communicate with third parties for any reason, a failure of any computer dealing or settlement system, a failure of or delay in any mobile phone network, an inability to obtain energy or other supplies (including airtime), labour disputes of any kind, a late or incorrect payment by an agent, or any other reason (whether or not similar in kind to any of the above) beyond our control would release Naijasend from all liability and from all obligations under these Terms & Conditions.

16. Availability and security

- 16.1. You understand, agree, and accept that messages sent by SMS-based telecommunications, the internet, phone lines, or other communications may not be secure and may be misdirected or intercepted by unauthorised parties. Consequently, even though Naijasend will implement the necessary security measures to safeguard these communication channels, Naijasend is unable to guarantee the privacy or confidentiality of communications made through such medium.
- 16.2. Periodically, it could be required or preferred for upkeep, upgrades, security, or other reasons to:
- prevent you from accessing the Website or any, all, or some of the Services; and/or
 - postpone introducing any new services; and/or
 - remove, swap out, or provide new passwords; and/or
 - alter the processes or authentication methods required to access the Website or the Services. Although Naijasend will make every effort to minimize the inconvenience, you acknowledge that these things might happen and that Naijasend won't be held responsible for them. Notwithstanding any other provision of these Terms & Conditions, if Naijasend alter the authentication processes required to access the Website or the Services, Naijasend may implement these changes by notifying you via the Website of the changes. You are advised to check our Website regularly for any changes.

17. Restricted Liability

- 17.1. Any improper, immoral, unauthorized, fraudulent, or illegal use of the website is not Naijasend's responsibility. Without affecting your legal rights, Naijasend, its officers, directors, employees, and agents disclaim all liability and responsibility for any kind of loss or damage, regardless of the amount, that may be incurred by you or a third party (including, but not limited to, any punitive, exemplary, incidental, special, or consequential loss or damage, or any loss of goodwill, money, data, or income) resulting from or connected with your use of the website or the services. This in no way reduces our responsibility for death, personal injury brought on by our carelessness, or for any other situation in which it would be against the law for Naijasend to do so.
- 17.2. The entire amount of Naijasend's liability arising out of or related to these Terms & Conditions, whether in contract, tort, restitution, or otherwise, will be capped at the relevant then-current Account balance, unless otherwise stipulated by applicable law.
- 17.3. You understand and accept that the website is offered "as is," along with the services and material it offers. Naijasend disclaims all guarantees, to the maximum degree allowed by law, regarding the use and accessibility of the Website and the Services made available via it.
- 17.4. By accepting these Terms and Conditions, you agree that it is deemed that Naijasend has brought the limitation, exclusion or waiver of liability to your attention prior to the conclusion of any transactions carried out between you and Naijasend.

18. Severability

- 18.1. The remaining terms and conditions (including the remaining portion of a provision where only a portion of it is or has become illegal, invalid, or unenforceable) shall not be affected in any way if at any point any of these terms and conditions (or any part of a provision of these terms and conditions) is or becomes illegal, invalid, or unenforceable.

19. Release

- 19.1. Naijasend shall not consider a waiver of any subsequent breach of the same or other provisions of these Terms & Conditions, nor shall any delay or omission on our part to

exercise or avail ourselves of any right, power, or privilege that Naijasend has or may have constitute a waiver of any breach or default by you.

20. Termination:

- 20.1. You may terminate your account or cease using our services at any time by providing notice through your account settings or by contacting our customer support.
- 20.2. Naijasend reserves the right to terminate your account, access to the top-up services, or use of vouchers at any time, without prior notice, in the event of a breach of these terms and conditions, suspected fraudulent activity, misuse of the services or vouchers, non-compliance with legal or regulatory requirements, or any action that poses a security risk to our systems or services.
- 20.3. Upon termination, you will no longer have access to the top-up services or be able to use any remaining voucher balance. Any outstanding obligations or liabilities incurred prior to termination shall survive, including the payment of any applicable fees. In addition, any unused top-up credit or voucher balance will not be refunded unless required by applicable law. All unused vouchers will be voided upon termination unless otherwise stated in these terms and conditions, or in the terms of the voucher.

21. Applicable Law and Jurisdiction

- 21.1. These Terms are made in, governed by and subject to the Laws of Nigeria. You are hereby submitting to the exclusive jurisdiction of the Courts of Nigeria in relation to legal proceedings arising out of or in connection with these Terms.

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