

## **XTRAPAY TERMS OF SERVICE**

Welcome to **XTRAPAY** and thank you for using our service.

**XTRAPAY** (“the DIGITAL solution”, “service”) **XTRAPAY** is an internet enabled distribution platform that allow users, merchants (agents) and partners (members) to purchase virtual products and services such as airtime & mobile data, utility bills and also engage in agency banking cash-in and cash-out with a unique way of making steady residual income while enjoying these essential services through the ecosystem. **XTRAPAY** is powered by ELECTRONIC TRADERS INITIATIVE. In this agreement, ‘you’ or ‘your’ means the users, members or of this internet enabled distribution platform and its services, ‘we’, ‘us’ or ‘our’ refers to ELECTRONIC TRADERS INITIATIVE (E-TRADER INITIATIVE).

By using this internet enabled distribution platform and its services via web or mobile, you agree to these terms (‘the **XTRAPAY** terms of service’). PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY USING XTRAPAY, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, THEN YOU MAY NOT MAKE ANY PURCHASES ,BILL PAYMENTS OR CASH-IN AND CASH-OUT ON XTRAPAY.

### **USE OF SOFTWARE AND CONTENT**

You may use **XTRAPAY** based on this terms of service. Any use outside of these terms will be considered as misuse of the this internet enabled distribution platform.

The logo and designs of the application are owned by **E-TRADERS INITIATIVE**. You are not allowed to do the following:

- Copy, edit, reproduce, publish, distribute, store, commercially exploit these trademarks
- To reverse engineer, alter or modify any part of the software
- Use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Service in a manner that sends more request messages to the **XTRAPAY** servers in a given period of time than a human can reasonably produce in the same period by using **XTRAPAY** mobile app.
- Post, publish, modify, transmit, reproduce, or distribute in any way, information, software or other materials or tools designed for the security of the Communication Services, our network or telecommunication services.

To use the software and its content, you agree to provide and abide by the following:

- Your personal information such as working Email and phone number.
- Update the software in mobile device whenever there is an available update.
- You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on our domain.

## **DISCLAIMER**

YOU AGREE THAT YOUR USE OF XTRAPAY SHALL BE AT YOUR SOLE RISK AND TO THE FULLEST EXTENT PERMITTED BY LAW. **XTRAPAY** STAFF AND EXECUTIVES HERE AND NOW DISCLAIM EXPRESSIVELY ALL WARRANTIES IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. XTRAPAY OR ITS DEVELOPERS (**ELECTRONIC TRADERS INITIATIVE**) MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, ERROR-FREE STATE OF ITS CONTENT AND SERVICE AND ASSUMES NO LIABILITY AND RESPONSIBILITY FOR ERRORS, MISTAKES, INACCURACY, PERSONAL AND EMOTIONAL INJURY , DAMAGE OF PROPERTY OR ANY NATURE WHATSOEVER RESULTING FROM USE AND ACCESS OF **XTRAPAY**.

WE TAKE NO LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORISED ACCESS AND USE OF **XTRAPAY** OR ANY/OR ALL PERSONAL AND FINANCIAL INFORMATION STORED THEREIN, ANY INTERRUPTION OF TRANSMISSION TO OR FROM OUR SERVICE, BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH XTRAPAY THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA **XTRAPAY**. **XTRAPAY** OR ITS DEVELOPER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH **XTRAPAY** OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY USER STATUS SUBMISSION OR OTHER ADVERTISING, AND **XTRAPAY** OR ITS DEVELOPER WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **PRIVACY POLICY**

This privacy policy describes your rights regarding our collection, use, storage, sharing and protection of your personal information which you provide for use of **XTRAPAY**.

When you complete any form, speak with our staff or submit any details to us or use our App, we will collect, use and disclose your personal information in the manner described in this Privacy Policy.

## INFORMATION WE COLLECT

The information we collect about you may be:

- Personal data such as email address, telephone number
- Financial data such as amount involved in transaction, available balance and transaction history of your **XTRAPAY** account.
- Correspondence that you send us
- Calls that we make to you or you make to us
- Device make, model and carrier network

## INFORMATION WE DON'T COLLECT

- We do not store cookies about you since you will be downloading the app directly from your device's app market
- Financial data such as bank or payment card details(including, but not limited to, account name, account number, sort code, online banking PIN, Transaction Authentication Number "TAN" and password), or payment gateway like Quickteller details.

## INFORMATION WE COLLECT ABOUT YOU FROM THIRD PARTIES

Sometimes we may collect information about you from third parties such as credit/debit Card Company or processor, bank, social media sites and payment gateway. The information we receive varies and is controlled by the third party site or application.

By associating an account managed by a third party with your **XTRAPAY** account and authorizing **XTRAPAY** to have access to this information, you agree that **XTRAPAY** may collect, store and use this information in accordance with this Privacy Policy.

## HOW WE USE THE INFORMATION WE COLLECT

All the information we collect from you and about you are used in the following ways:

- To operate and administer your **XTRAPAY** account.
- To carry out your instructions to make payments and undertake your transactions using our service and send you notification of the transaction and payment.
- To notify you about changes to our terms.
- To communicate with you on updates, complaints and feedbacks
- To improve our internal customer training.
- For customer service including answering questions and responding to feedback and complaints.
- To enhance security to our app and the **XTRAPAY** account.

## HOW WE STORE AND PROTECT YOUR INFORMATION

We store and process your information on our server. We protect your information from illegal and unauthorized access through the use of physical, technical and administrative security measures some of which is the use of firewalls, data encryption, physical access controls to our database and information access authorization controls.

To effectively protect your information, do not share your card details or email account details with anyone.

## HOW WE SHARE YOUR INFORMATION WITH THIRD PARTY

We disclose your information with third party only in ways described in this policy.

- We do not and will never sell your information to any third party. We require these third parties to not use your information for any other purpose.
- We may disclose your information such as payment details, name etc for payment processing.
- We may disclose your information to a prospective share holder of the app or buyer.
- We may disclose your information to the police or other law enforcement body or regulatory body as long as a court order is provided for such information.
- Third party social media sites that you have chosen to share your purchase information with. Example, if you wish to have a product you purchased using the **XTRAPAY** account shared on Facebook, twitter, Instagram, WhatsApp, etc.

## WHAT WE SHARE WITH THIRD PARTY

- We do not sell your personal information with any third party
- We may share certain information about you with a third party that you extend that right or privilege to.
- In the event **XTRAPAY** is bought or we have new investors, your personal information will be provided to the new buyer or investor.

## YOUR RIGHTS

- You may choose to provide your personal information.
- You may choose to subscribe for notifications from us.
- You may choose whatever payment method you desire for **XTRAPAY**.

## YOUR RESPONSIBILITY

- You are responsible for ensuring your mobile device is connected to a mobile internet connection or Wi-Fi connection.
- You are responsible for any charge that the use of mobile internet connection/Wi-Fi may incur.

- You are responsible for keeping the **XTRAPAY** app software on your mobile device up-to-date.

## **OUR COMMUNICATION WITH YOU**

We will communicate with you through text messages, emails or phone calls. We will never require you to disclose your card details or email details. Communication can also be made with us through:

**Website:** [xtrapay.ng](http://xtrapay.ng)

**Email:** [contact@xtrapay.ng](mailto:contact@xtrapay.ng)

**Address:** Suite C27/28, Emmanuel Plaza, Jabi, Abuja, Nigeria.

**Telephone:** [+234 9026155550](tel:+2349026155550)

Your use of the **XTRAPAY** app and website and /or any other information exchange media, made available by us “ELECTRONIC TRADERS INITIATIVE” (collectively called “**XTRAPAY**”) is governed by these Terms of Service.