

Introduction

Please review these Terms of Service ("Terms") carefully before using the Paay and Corbane Digital Tech Ltd website and services. These Terms of Use establish an agreement between you and Paay and Corbane Digital Tech Ltd, a company registered and incorporated in Nigeria with RC Number 1985869.

Your decision to use and comply with this Agreement is demonstrated by clicking the "accept" button on this page. By doing so, you signify your acceptance of the terms of service.

By using the service, you are agreeing to be bound by this Terms of Service Agreement. Paay and Corbane Digital Tech Ltd reserve the right to amend these Terms of Service. If you continue to use the service, you will automatically be bound by the updated Terms of Service. These Terms of Service, in conjunction with our privacy policy, delineate your responsibilities as a user of the Paay and Corbane Digital Tech Ltd platform.

For the purposes of these terms of service, unless explicitly stated otherwise, a reference to our website includes our applications, services, tools, and vice versa for each of the aforementioned platforms.

By clicking the "accept" button, you acknowledge and agree to be bound by these Terms of Service. If you do not agree to these terms, you should not use the Paay and Corbane Digital Tech Ltd website and services.

Revisions to Terms

Paay, through Corbane Digital Tech Ltd, reserves the right to revise these Terms of Service. By continuing to use the service after revisions have been made, you agree to be automatically bound by the updated Terms of Service.

Reference to Platforms

In these Terms, any reference to our website includes our applications, services, tools, and vice versa for each of the above-mentioned platforms.

1. Acceptance of Terms

By accessing and using the website/app, you acknowledge that you have read, reviewed, and agreed to comply with the terms of this Agreement. If you do not agree to be bound by the terms of this Agreement, we recommend leaving the website/app immediately. Paay, through Corbane Digital Tech Ltd, grants access to this website/app, its products, and services exclusively to those who have accepted its terms and conditions.

2. Privacy Policy

Before accessing and using Paay and Corbane Digital Tech Ltd's website/app, we strongly encourage you to thoroughly review our Privacy Policy, which outlines our data collection and management processes. This will provide you with a comprehensive understanding of how we handle user data.

3. Intellectual Property Rights

All materials, products, and services provided on the Paay and Corbane Digital Tech Ltd website/app are protected by intellectual property laws and are the exclusive property of Paay and Corbane Digital Tech Ltd and its affiliates, directors, officers, employees, agents, suppliers, or licensors. This includes all copyrights, trade secrets, trademarks, patents, and other proprietary rights.

The content, layout, design, graphics, and other elements of the website/app are safeguarded by intellectual property laws. Any unauthorized use, reproduction, modification, distribution, public display, or public performance of copyrighted work is strictly prohibited and constitutes an infringement of the copyright holder's rights. The use of the website/app, its products, or its services is subject to the prior written consent of Paay and Corbane Digital Tech Ltd as the intellectual property holder, and any violation of this condition will result in legal action.

4. Copyright Infringement Policy

In the event that any user violates the Copyright Infringement Policy, Paay and Corbane Digital Tech Ltd will initiate direct communication with the user to discuss a resolution. This discussion will focus on promptly removing all infringing content from our servers without prior notice. If the user continues to persist in breaching the Copyright Infringement Policy, Paay and Corbane Digital Tech Ltd reserves the right to take further actions, which may include the suspension of the user's account. This

policy is in place to protect all copyrighted materials on the platform and uphold the rights of copyright owners.

5. **Governing Law**

By accessing and using the Paay website/app, you acknowledge your acceptance of the terms and conditions outlined herein. In the event of any disagreement or legal dispute arising between you and Paay, through Corbane Digital Tech Ltd, its business partners, or associates, you agree that such matters shall be resolved through arbitration, in accordance with the laws of Nigeria or the jurisdiction in which you are located.

6. **User Accounts**

To utilize certain features on our website/app, you may need to create a user account and provide personal information. You are solely responsible for maintaining the confidentiality of your account login credentials and any activity conducted under your account. If you suspect unauthorized use of your account or any security breach, you must promptly inform us.

Please note that Paay and Corbane Digital Tech Ltd retains the right to cancel, suspend, or modify your account, for any reason, at any time, and at our sole discretion.

7. **Community Guidelines**

As a user of our platform connecting individuals seeking medical services with consultants, you are expected to uphold the highest community standards. We require you to adhere to the following guidelines:

- **Accurate and Truthful Information:** To preserve the integrity of our platform, it is essential that you provide truthful and accurate information when creating your user account. Uploading false or misleading information is strictly prohibited.
- **Single Account Policy:** You are permitted to create and maintain only one account on our platform. Multiple accounts are not allowed and may result in the termination of your account(s).

- **Compliance with Policies:** You are obligated to comply with all policies posted on our platform, including our terms and conditions, privacy policy, and community standards. It's important to stay informed and updated regarding any policy changes.
- **Prohibited Transfer of Accounts:** You are prohibited from transferring your Paay and Corbane Digital Tech Ltd account to another person without our written consent. Unauthorized account transfers will lead to immediate termination.
- **Legal Compliance:** You must adhere to all applicable laws, regulations, and professional standards related to medical practice. It's your responsibility to stay updated on regulatory changes. You must also refrain from infringing on third-party rights and adhere to any applicable third-party terms and agreements related to your use of our platform.
- **Account Termination:** If your account is terminated due to non-compliance with our community standards, you are not allowed to open another account under a different name.
- **Accuracy of Information:** You are required to provide accurate and honest information to us at all times, including in your user content. Any attempt to provide false or misleading information will result in account termination.

We take these community standards seriously and reserve the right to take appropriate action, including account termination, if you fail to comply with any of these guidelines. Additionally, any disputes arising from these community standards shall be submitted to arbitration.

8. Limitation on Liability

We take every reasonable precaution to ensure that our platform operates without interruption or errors. However, you understand and agree that Corbane Digital Tech Ltd is not liable for any damages, expenses, or liability, including but not limited to legal expenses and costs related to investigating or defending any demands, charges, and claims, that may occur to you as a result of your use of our platform, except to the extent that such losses are actual losses proven with reasonable certainty and are the direct result of an act or omission taken or omitted by Corbane Digital Tech Ltd during the term of this Agreement which constitutes willful misfeasance, bad faith, or gross negligence under this Agreement.

We will not be responsible for any loss or damage that is not directly caused by us, or that we could not have reasonably foreseen at the time you agreed to these terms and conditions.

Without any limitation, Corbane Digital Tech Ltd shall not be liable for losses resulting from or in any way arising from:

- (i) Any action or inaction on your part, including but not limited to any breach of this Agreement, any failure to comply with applicable laws or regulations, any negligence or misconduct, or any act or omission that causes harm or damage to any person or entity.
- (ii) Force Majeure or other events which are beyond the control of Corbane Digital Tech Ltd, including but not limited to any failure, default, or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, strikes, pandemics, failure of common carrier or utility systems, severe weather, or breakdown in communications which are not reasonably within the control of Corbane Digital Tech Ltd or other causes which are commonly known as “Acts of God”;
- (iii) General market conditions unrelated to any violation of this agreement by Corbane Digital Tech Ltd.

By using our platform, you agree that you assume all risks associated with the use of our platform and the services provided by consultants. You acknowledge that Corbane Digital Tech Ltd is not responsible for any loss or damage, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages, arising out of your use of our platform or the services provided by consultants.

In any event, the total liability of Corbane Digital Tech Ltd, whether in contract, tort, or otherwise, arising out of or in connection with your use of our platform or the services provided by consultants shall not exceed the total fees paid by you to Corbane Digital Tech Ltd during the six months preceding the event giving rise to such liability.

By using our platform, you acknowledge and agree that Corbane Digital Tech Ltd is not liable for any advice or information provided by consultants through our platform, and you are solely responsible for any decisions or actions you take based on such advice or information.

9. Modifications

Corbane Digital Tech Ltd retains the right to modify, edit, or change the terms of this Agreement at any time. In the event of such changes, we will notify our users through electronic mail or by posting the revised Agreement on our website/app. This Agreement represents an understanding between Corbane Digital Tech Ltd and the user and supersedes all prior agreements and understandings between the parties regarding the use of our website/app

10. Indemnification

You agree to indemnify and hold Corbane Digital Tech Ltd, its subsidiaries, affiliates, officers, agents, and other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our services, your connection to our website/app, your violation of this Agreement, or your violation of any rights of another.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

11. Subscription Services

Certain aspects of our services may be offered on a subscription basis ("Subscription Services"). By subscribing to our services, you agree to pay all applicable fees and charges associated with the subscription, as they become due. The fees and charges related to your subscription will be transparently communicated before you subscribe to the service.

The nature of our services may determine your billing in advance on a recurring basis, such as monthly or annually. The billing cycle and payment method will be determined by the subscription you choose when subscribing to our services.

Upon subscribing to our services, you grant us permission to charge your chosen payment method for the recurring subscription fees. In case we encounter any issues processing your payment, we reserve the right to suspend or terminate your subscription until payment is successfully received.

You have the option to cancel your subscription at any time by reaching out to us through the communication channels provided on our platform. Please be aware that

the cancellation may not take effect until the end of the current billing cycle, and we do not provide refunds or credits for any unused portions of your subscription.

Digital Tech Ltd retains the right to modify or discontinue any subscription service we offer, including adjustments to subscription fees and billing cycles. We will notify you of any changes to the subscription service before they take effect.

12. Dispute Resolution

Any dispute arising from your use of this website/app or services provided by us will be exclusively resolved through binding arbitration, instead of court litigation. You consent to waive your right to engage in a class action lawsuit or class-wide arbitration. The arbitration process will adhere to the rules of the relevant arbitration organization and will be conducted in the jurisdiction where you are located. The arbitrator's decision will be considered final and binding on both parties.

13. Cookies Usage

Our website/app employs cookies, which are small files that may be placed on your device to help us recognize and remember you. Cookies enable us to collect information automatically from your use of our site, utilizing technology similar to cookies. By continuing to use our website/app without modifying your cookie settings, you express consent to our use of cookies. For more details about our use of cookies, please refer to our Cookie Policy.

14. Termination

Corbane Digital Tech Ltd reserves the right to immediately suspend or terminate access to our services, without prior notice or liability, for any reason, including, but not limited to, a breach of these terms by the user. Any provisions of these terms that are meant to endure termination, such as ownership provisions, warranty disclaimers, indemnity, and limitations of liability, will remain in effect.

15. Agreement

These Terms of Service constitute the sole agreement between you and Corbane Digital Tech Ltd regarding the use of our services.

16. Disclaimer

Corbane Digital Tech Ltd operates as a technology solutions provider, facilitating various transactions and services within our platform. While we may encourage the use of our in-app payment system, any transactions conducted outside the app are at the user's own discretion and risk.

We do not oversee or guarantee the terms of agreements between parties on our platform. Our role is to facilitate these agreements and transactions. We disclaim any implied warranties, including warranties of merchantability, performance, fitness for a particular purpose, and non-infringement.

Our services may contain links to third-party websites, apps, and other online properties that are not owned or managed by Corbane Digital Tech Ltd. We neither endorse nor take responsibility for any such third parties or third-party properties. If you access a third-party website, app, or other property, you do so at your own risk, and you acknowledge that Corbane Digital Tech Ltd will not be liable for your use of such properties.

You recognize and accept that the use of our services and software is solely at your own risk. We make no warranty that the service will be available without interruptions or errors. The services, software, and associated documentation are provided "AS IS" and without warranty of any kind. To the maximum extent permitted by applicable law, Corbane Digital Tech Ltd explicitly disclaims all warranties.