

General conditions of use of B-PAY

By downloading and accessing B-Pay and placing an order, you confirm that you agree and are bound by the terms of service contained in the terms and conditions described below. These Terms apply to the entire Website, Mobile Application and any email or other type of communication between you and B-Pay.

You and Us

The general conditions applied to the use of B-Pay products and services are governed by the applicable laws in force at the time of use and are without recourse against B-Pay. In the event of a dispute, the user agrees to refer the matter to the competent court.

The B-PAY team, is not and shall not be liable under any circumstances for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profits, resulting from the use or inability to use the materials on this site, even if the B-Pay team or an authorized representative has been advised of the possibility of such damages. If your use of materials on this site results in the need for servicing, repair, or correction of equipment or data, you assume all costs. B-Pay will not be responsible for any results that may arise during the use of our resources. We reserve the right to change prices and revise the resource usage policy at any time.

Licence

B-Pay grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Website/Application strictly in accordance with the terms of this Agreement. These terms and conditions constitute a contract between you and B-Pay (referred to in these terms and conditions as “B-Pay”, “we” or “us”), the provider of the B-Pay website and services accessible from of the B-Pay website (which are collectively referred to in these terms and conditions as “B-Pay”). You agree to be bound by these terms and conditions. If you do not agree with these terms and conditions, please do not use the B-Pay Service. In these Terms and Conditions, the term “you” refers to both you as an individual and the entity that you represent. If you violate any of these terms, we reserve the right to cancel your account or block access to your account without notice. Definitions and key terms To help explain things as clearly as possible in these terms and conditions, whenever any of these terms are mentioned they are strictly defined as follows :

Although cookies do not store your personal information, you are free to refuse or delete them by changing your browser settings. If you choose to refuse or delete cookies, you may not have access to all the features and information available on our website. Therefore, we recommend that you accept the cookies policy to be able to fully enjoy your visits to our site.

About cookies

Cookies are frequently used on the Internet. A text file containing information called a cookie is stored on your device (such as a computer, tablet or mobile phone) and allows you to have a better user experience.

We use session cookies and persistent cookies, two different types of cookies. So that you can return to or use our services without having to re-enter your identity, we may recognize you as an existing user using a persistent cookie. When you log in, a persistent cookie is stored in your browser and is read by B-Pay when you visit our site again. The lifespan of session cookies (often the duration of a web visit) is the only time they exist. Types of Cookies Third-party targeting cookies: We may use cookies to show targeted offers both on our site and off-site when you visit other websites. The purpose of this cookie is to measure our conversion rate, and our ability to implement targeted offers for our customers.

By accepting the use of the cookie, you will be able to see the latest site offers and other information. Example of cookies used by Google Analytics: __utma. This cookie is used to distinguish unique visitors to our site. The latter is updated with each page viewed. Lifespan: 2 years. Statistical cookies: statistical cookies help B-Pay through its website to understand the comments visitors interact with in order to improve its performance.

Our cookie policy

We never use third-party cookies for purposes other than those pursued by our website. Our job is to support you in your progress. Cookies are stored on your computer, tablet or smartphone following your consultations. The information provided above allows you to better understand how cookies work.

- **Cookie:** small amount of data generated by a website and stored by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
- **Company:** When this policy mentions “Company”, “we” or “us”, it refers to **KOTCHARE INTERNATIONAL GROUP (KIG) SAS**, registered under: who is responsible for your information under these Terms and Conditions.
- **Country:** place where B-Pay or the owners/founders of B-Pay are based, in this case in **BENIN**.
- **Device:** Any internet-connected device such as a phone, tablet, computer, or other device that can be used to visit. B-Pay and use the services.
- **Service:** means the service provided by B-Pay as described in the relative conditions (if available) and on this platform.
- **Third Party Service:** Refers to advertisers, contest sponsors, promotional and marketing partners and others who provide our content or whose products or services we believe maybe of interest to you.
- **Website:** The B-Pay website, which is accessible via this URL: www.1b-pay.com .
- **You:** a person or entity who is registered with B-Pay to use the Services.

Restrictions

You agree not to, and will not allow others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Website/App or make the Platform available to any thirdparty.
- Modify, create derivative works of, disassemble, decipher, reverse compile or reverseengineer any part of the Website/App.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of B-Pay or its affiliates, partners, suppliers or the licensors of the Website/App.

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You agree not to, and will not allow others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Website/App or make the Platform available to any thirdparty.
- Modify, create derivative works of, disassemble, decipher, reverse compile or reverseengineer any part of the Website/App.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of B-Pay or its affiliates, partners, suppliers or the licensors of the Website/App.

Return and Refund Policy

Thank you for making your transactions on B-Pay. We also want to ensure that your experience is enriching as you explore, evaluate and use our products. As with any user experience, terms and conditions apply to transactions on B-Pay.

By making a transaction on B-Pay, you accept the conditions and the Privacy Policy of B-Pay. If for any reason you are not completely satisfied with any good or service we provide, please do not hesitate to contact us and we will discuss any issues you are having with our product.

We strive to ensure that your activities on B-Pay are safe and protected. However, we are not responsible for any loss or damage that arises from the use of this service. Furthermore, any transaction carried out by you on B-Pay is your responsibility.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, “Suggestions”) provided by you to B-Pay with respect to the Website/Application will remain the sole property of B-Pay.

B-Pay is free to use, copy, modify, publish or redistribute the Suggestions in any manner whatsoever without credit or compensation to you.

Your consent

We have updated our terms and conditions to provide you with full transparency on what is set when you visit our site and how that data is used. By using our website or app, creating an account or completing a transaction, you agree to our terms and conditions. If you have any questions about the conditions available to you, please do not hesitate to contact us and we will be happy to provide you with any additional information you require.

Links to other websites

These terms and conditions apply only to our services. The Services may contain links to other websites not operated or controlled by B-Pay. Controlled by B-Pay.

We are not responsible for the content, accuracy, or opinions expressed in such websites, and such websites are not investigated, monitored, or checked for accuracy or completeness.

We are not responsible for the content, accuracy, or opinions expressed in those websites, and we do not investigate, monitor, or check their accuracy or completeness.

Please remember that when you use a link to move from the Services to another website, our Terms and Conditions are no longer in effect. Your browsing and interaction on any other website, including those linked to our platform, is subject to the rules and policies specific to that website.

These third parties may use their own cookies or other methods to collect information about you.

Cookies

We use "cookies" to identify which areas of our website you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your Internet browser.

These cookies improve the performance and functionality of our website/app, but are not essential for their use. However, without these cookies, some features like videos or instantly reconnect may become unavailable or you will have to enter your login details each time you visit the website/app as we will not be able to remember that you have already logged in.

Most web browsers can be configured to disable the use of cookies. However, if you disable cookies, you may not be able to properly access or

not at all to the functionality of our website. We never place identifiable information in cookies.

Changes to our terms and conditions

You acknowledge and agree that it may cease (permanently or temporarily) providing the Service (or any features of the Service) to you or users. You acknowledge and agree that it may cease (permanently or temporarily) providing the Service (or any features of the Service) to you or to users generally, in the sole discretion of, without notice.

You can stop using the Service at any time. You do not need to specifically inform you when you stop using the Service. You acknowledge and agree that if you disable access to your account, you may be prevented from accessing the Service, your account details or any files. Service, your account details or any files or other materials that are contained in your account.

If we decide to change our terms and conditions, we will post those changes on this page and/or update the terms and conditions modification date below. Changes to our Website/Application B-Pay reserves the right to modify, suspend or discontinue, temporarily or permanently, the Website/Application or any service to which it connects, with or without notice and without liability toward you.

Updates to our Website/Application B-Pay may, from time to time, make improvements or enhancements to the features/functionality of the Website/Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may change or remove certain features and/or functionality of the Website/App. You agree that B-Pay has no obligation to (i) provide Updates, or (ii) continue to provide or enable any particular features and/or functionality of the Website/Application to you.

You also agree that all Updates will be (i) considered an integral part of the Website/Application, and (ii) subject to the terms and conditions of this Agreement. Third Party Services We may display, include or make available third party content (including data, information, applications and other products and services) or provide links to third party websites or services ("Services"). of third parties").

You acknowledge and agree that B-Pay is not responsible for the Third Party Services, including their accuracy, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of these. B-Pay does not and will not have any liability to you or any other person or entity for Third Party Services.

Third Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to the terms and conditions of such third parties.

Duration and termination

This Agreement will remain in effect until terminated by you or B-Pay.

B-Pay may, in its sole discretion, suspend or terminate at any time for any reason or no reason with or without notice to this Agreement. If you fail to comply with any term, this Agreement will terminate immediately without notice. You can also delete the

Site/Application and all copies thereof from your computer.

Upon termination of this Agreement, you must cease all use of the Website/Application and delete all copies of the Website/Application from your computer. Termination of this Agreement will not limit B-Pay's rights or remedies at law or in equity upon your breach (during the Term) of any of your obligations under this Agreement.

Copyright Infringement Notice

If you are a copyright owner or an agent of such an owner and you believe that anything on our Website/App constitutes an infringement of your copyright, please contact us.

Provide the following information: (a) A handwritten or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf; b) identification of the material the alleged infringement; (c) your contact information, including your address, telephone number and email address; (d) use of the material is not authorized by the copyright owner; (e) a statement that the information in the notice is accurate.

And, in the case of a fine, it cannot be used.

Compensation

You agree to indemnify and hold harmless B-Pay, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors, if any, from any claim or demand, including reasonable defense costs, due to or caused by you: (a) using the Site/Application, (b) violating this Agreement or any law or regulation, or (c) violating the rights of third parties.

No guarantee

This Website/Application is provided to you “as is” and “as available”, with all faults and defects, without warranty of any kind.

To the maximum extent permitted by applicable law, B-Pay represents itself and its company, its affiliates, and their respective licensors and service providers, are not liable for any damages resulting from the use of this site licensor licensees and service providers of any kind.

Accordingly, all warranties, whether express, implied, statutory or otherwise, are expressly disclaimed, with respect to the Website/Application, including all implied warranties of merchantability, fitness for a particular purpose, title and not -counterfeiting, and possible warranties arising from the ordinary course of business, performance, use or trade practice.

Not limiting for the foregoing, B-Pay makes no warranty or representation, or representation of any kind that the Website/Application will meet your requirements, achieve any intended results, is compatible with or will not work with any other software, system or service, will operate without interruption and will not endanger the health or safety of the users, system or service, will operate without interruption, will meet any performance or reliability criteria or it will not There will be no errors or errors or defects can or will be corrected.

Without limitation for the foregoing, neither B-Pay nor any of B-Pay's provider makes any representation or warranty, express or implied: (i) as to the operation or availability on the Web/App, or the information, content and materials or products contained therein; (ii) Users may not use the Website/Application; (iii) regarding the accuracy, reliability or timeliness of any information; (iii) as to the accuracy, reliability or timeliness of any information or content provided by the Website/App; (iv) the Website/Application and its servers, content or emails sent by or on behalf of B-Pay are free of viruses, scripts, power trojans, worms, malware, bombs time delay or other harmful elements.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or limitations on applicable statutory rights of consumers.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or limitations on applicable statutory consumer rights, so some or all of the above exclusions and limitations may not apply to you.

Limitation of liability

Any damages incurred by you, B-Pay and any Supplier under any provision of this Agreement and your exclusive remedy for any matter hereof will be limited to the amount actually paid by you for the Website/Application.

To the maximum extent permitted by applicable law, in no event will B-Pay or its suppliers be liable for any special, incidental, indirect or consequential damages (including, without limitation, damages for lost profits, loss of data or other information, without business interruption, personal injury, loss of privacy arising out of or relating to the use of or inability to use the website/app, software in any manner third party material and/or third parties used in conjunction with the site/application or otherwise associated with any provisions of this Agreement), even if B-Pay or any Supplier has been informed of this possibility of damages, even if the remedy does not reach not its essential objective.

Shareable

If any provision of this Agreement is held to be unenforceable or invalid, such provision shall be changed and interpreted to best accomplish the objective of such provision.

The other provisions will remain in force in accordance with applicable law. This Agreement, as well as the Privacy Policy and other legal notices published by B-Pay on its

Services, constitute the entire agreement between you and B-Pay regarding its services. Any such invalidity will affect this Agreement, but this Agreement will not determine the validity of the remaining provisions of this Agreement, which will remain in full force and effect. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or any other provision, and B-Pay's failure to assert any right or provision under this Agreement shall not constitute a waiver of this right or provision.

You and B-Pay agree that any action arising out of or related to the Services must be commenced within one (1) year after the cause of action arises. Otherwise, this action is definitively prescribed.

Case of abandonment

Except as otherwise provided in the circumstances herein, the failure to exercise a right or request to exercise obligations under this Agreement shall not affect a party's ability to exercise its rights or request to do so at any time thereafter, and a waiver of default shall not constitute a waiver of any subsequent breach.

Failure by either party to exercise or delay in exercising any right or authority under this Agreement shall not constitute a waiver of that right or authority.

Likewise, the partial or partial exercise of any right or power under this Agreement will not prevent the further exercise of the right or authority.

In the event of any conflict between this Agreement and any other Terms of Use of our system or others where applicable, the terms of this agreement shall control.

Changes to this Agreement

B-Pay reserves the right, in its sole discretion, to modify or replace this Agreement at any time. If the revision is material, we will provide at least 30 days' notice prior to the effective date of the new terms. We determine what constitutes a material change. What constitutes a material modification will be determined in our sole discretion.

By continuing to access or use our Website/App after any revision becomes effective, you agree to be bound by the revised terms. If you do not agree with the new terms, you are no longer authorized to use B-Pay.

Complete agreement

The Agreement constitutes the entire agreement between you and B-Pay regarding your use of the Website/Application and supersedes all prior and contemporaneous written or oral agreements between you and B-Pay.

You may be subject to additional terms and conditions that apply when you use or purchase other B-Pay services. These additional terms will be provided to you by B-Pay at the time of use of such services.

Updates to our Terms

We may change our Services and policies, and we may change these Terms so that they accurately reflect our Services and policies. Unless required by law, we will notify you (for example through our Services, email, etc.) before changing these Terms and give you a cooling-off period before they take effect. After that, if you continue to use the service, you will be bound by the updated Terms. If you do not wish to agree to these or any updated terms, you may delete your account.

Intellectual property

The Website/Application and all of its contents, features and functionality and without limitation, all information, software, text, displays, images, video and audio, as well as generality, the selection and arrangement thereof are the property of B-Pay, its licensees or other suppliers of this material and are protected by Beninese and international laws on copyright, trademark, patent, trade secrets and other intellectual property or proprietary rights.

No part of the material may be copied, modified, reproduced, downloaded or distributed, in whole or in part, without the express prior written permission of B-Pay, except as expressly provided in these Terms and Conditions. Any unauthorized use of the material is strictly prohibited.

Arbitration agreement

This section applies to any dispute UNLESS SUCH DISPUTE INCLUDES A DISPUTE RELATING TO CLAIMS OR LEGAL CLAIMS REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR

INTELLECTUAL PROPERTY RIGHTS OR B-PAY RIGHTS. “Dispute” means any dispute, suit or other controversy between you and B-Pay relating to the Services or this Agreement, whether in contract, warranty, tort, statute, order, settlement or any other legal or equitable basis. “Dispute” has the broadest possible meaning permitted by law.

In case of dispute

You or B-Pay must provide the other party with a Notice of Dispute, which is a written statement stating the name, address and contact information of the party delivering it, the events leading up to the dispute and request for correction. You must send any counter notice by email to: [email address]. B-Pay will send any notice of dispute to your address if we have or deliver to your email address. You and B-Pay will attempt to resolve any dispute through informal negotiations within sixty (60) days from the date the Dispute Notice is sent. After sixty (60) days, either you B-Pay may initiate an arbitration proceeding.

Binding Arbitration

If you and B-Pay are unable to resolve the dispute through informal negotiation, any further attempt to resolve the dispute will be made exclusively through binding arbitration as described in this section. You waive the right to pursue (or participate as a party or class member in) any litigation before a judge or jury. Disputes will be resolved by binding arbitration in accordance with the Benin Commercial Arbitration Rules and in Benin. Either party may seek interim or preliminary injunction against any court of competent jurisdiction as necessary for the protection of the party's rights or property pending the conclusion of arbitration. All legal fees, costs and expenses, accounting and other expenses of the prevailing party are each party's responsibility.

Submissions and Confidentiality

In the event that you submit or post any ideas, creative suggestions, generalizations, photographs, information, advertisements, data or proposals, including ideas for products, services, features, technologies or new or improved elevations, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and become the sole property of B-Pay without any compensation or credit to you. B-Pay and its affiliates will have no obligation whatsoever with respect to such submissions or dispatches and may use the ideas contained in such submissions or dispatches for any purpose, in any medium and in perpetuity, including, without limitation, developing, manufacturing and marketing products and services using these ideas.

Promotion

From time to time, B-Pay may include contests, promotions, sweepstakes or other activities, which require you to submit materials or information about yourself. Please note that all promotions may be governed by separate rules which may contain certain eligibility requirements, such as age and geographic restrictions. It is your responsibility to read all promotion rules to determine if you are eligible. If you participate in a promotion, you agree to observe and abide by all special rules. Additional terms may apply to purchases of goods or services on or through the Services, for which the Terms are made a part of this Agreement by reference.

If, for any reason, a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remaining provisions will remain in full force and effect. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by an authorized representative of B-Pay. In the event of any breach or anticipated breach by you, B-Pay reserves the right to seek injunctive or other equitable relief, without obligation to post bond or security. B-Pay operates and controls the B-Pay Service from its offices in the United Kingdom. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

Therefore, persons who choose to access the B-Pay service from other locations do so on their own initiative and are exclusively responsible for the use of the Service. They are also solely responsible for compliance with local laws, if and to the extent local laws are

applicable. These general conditions, which include and integrate the policy of

confidentiality of B-Pay, constitute the entire agreement between you and B-Pay concerning its subject matter, and they supersede all prior agreements. The section headings used in this Agreement are for convenience only and have no legal effect.

Typo

If the product or service is advertised at an incorrect price or with incorrect information; we reserve the right to refuse or cancel your order due to typographical errors, if the order has been confirmed, if your account has been debited for your order, this will be canceled and you will be refunded to the debited account.

Disclaimer / Legal notices

B-Pay assumes no responsibility for content, code or any other inaccuracies. No guarantee is provided by B-Pay. In no event shall B-Pay be liable for any special, direct, indirect, consequential or incidental damages, or any other damages, whether in an action of contract, negligence or negligence. other offense, arising from the use of the Service or the content of the Service. The Company reserves the right to add, delete or modify the content of the Service at any time and without notice.

The B-Pay Service and its content are provided "as is" and "as available", without any warranties or representations of any kind, either express or implied. B-Pay acts as a distributor and not a publisher of content provided by third parties. Therefore, B-Pay has no editorial control over such content and does not guarantee or represent the accuracy, reliability or timeliness of any information, content, services or merchandise provided through the B-Pay service or accessible through this one. Furthermore, B-Pay specifically disclaims all warranties and representations regarding any content transmitted on or in connection with the B-Pay Service, linked sites, products provided as part of the B-Pay Service or otherwise in connection therewith. herein, including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information provided by B-Pay or any of its affiliates, employees, officers, directors, agents or others shall be construed as a warranty. Pricing and availability information is subject to change without notice. Furthermore, B-Pay does not guarantee that the B-Pay service will be uninterrupted, uninterrupted, timely or error-free.

Please do not hesitate to contact us if you have any questions.

By e-mail : info@lb-pay.com .