

Terms of use



MONEYMASTER
PAYMENT SERVICE BANK

RC 1618678

Terms & Conditions

- MoneyMaster PSB is licensed by the Central Bank of Nigeria as a Payment Service Bank to provide mobile financial services to customers in the Federal Republic of Nigeria;
- The Merchant sells product(s) or service(s) offered to customers through their stores and chain stores and keep or maintain a processing account for such service(s);
- The Merchant has accepted to open and maintain an account with MoneyMaster PSB for the purpose of processing and securing the payment for the Mobile Financial transactions.
- The Merchant has agreed to enter into an Agreement with MoneyMaster PSB for the provision of the services defined below;
- The Parties have agreed to contract in consideration of the terms and conditions set out in this Agreement.
- MoneyMaster PSB shall open an account in the name of the Merchant and shall credit the account of Merchant with the amount of the transaction after deducting its fees and/or any other amounts due to it in accordance with the provisions of this Agreement;
- Upon receiving electronic message of any and all Transactions properly formatted and sent by the Merchant, MoneyMaster PSB shall instantly process such Transactions online via the relevant institution to obtain the issuer's authorization, denial or other response to Merchant. Upon authorization, MoneyMaster PSB shall immediately submit to Merchant by electronic means a notification;
- MoneyMaster PSB reserves the right at any time to refuse or stop processing any Transactions of the Merchant where it discovers that the Merchant, after having been duly notified by MoneyMaster PSB of events that pose unacceptable risks, has not acted in any way to remedy the problem that created such risks;
- MoneyMaster PSB shall provide Merchant with access to online accounting reports displaying daily Transactions, clearly listing dates, amounts, and other pertinent information;
- MoneyMaster PSB shall provide customer services to Merchant;
- MoneyMaster PSB shall forward to the Merchant a list of all Transactions at the end of each Accounting Period.
- The Merchant shall not disclose any account information in any form whatsoever to any uninvolved third parties. Where the Merchant fails to adhere to this, MoneyMaster PSB shall be entitled to take any action including; stopping the processing of Transactions of the Merchant forthwith. The decision of MoneyMaster PSB as to the occurrence of this breach shall be final;
- The Merchant shall follow all written operational instructions and procedures issued from time to time by MoneyMaster PSB.
- The Merchant shall provide MoneyMaster PSB with accurate information regarding its bank accounts and other due diligence documents that are required;

- The Merchant shall pay fees and charges specified in this Agreement or agreed upon between itself and MoneyMaster PSB in consideration of the provision by MoneyMaster PSB of services rendered under this Agreement.
- Any dispute or claim relating to any transaction done on the platform shall be reported within thirty days (30) days of its occurrence.
- The Merchant hereby agrees to indemnify and hold MoneyMaster PSB indemnified against any loss, dispute or claim that may arise between the User and the Merchant.
- Any information provided by any of the Parties pursuant to this Agreement, shall remain the property of the disclosing party and is confidential. The receiving party shall not, without prior written consent of the disclosing party, use the information provided by the disclosing party in furtherance here of except for the implementation of this Agreement and shall not disclose or permit the disclosure of such information to third parties except insofar as may be necessary for the implementation of this Agreement.

Terms & Conditions

A summary of the G-Kala Services shall be available at G-Kala Agents, MoneyMaster PSB Limited Headquarters, G-Kala Agent points and the MoneyMaster PSB website located at www.moneymasterpsb.com and is to be published on any service delivery documentation.

1. THE AGREEMENT

These are the terms and conditions upon which you may use the G-Kala Services (as defined herein) provided by MoneyMaster PSB Limited (“Conditions of Use”) the acceptance of which constitutes a binding contract between yourself and MoneyMaster PSB Limited. When you register as a G-Kala Customer by accepting the invitation to onboard onto the services or signing the Services Registration documents, by Self-registration through any of the available access channels or by subscribing via a MoneyMaster PSB limited agent point you agree to abide by these Conditions of Use. You therefore need to read and fully understand these Conditions of Use and if you do not agree with them, you must not proceed to register for and/or use the G-Kala Services.

2. DEFINITIONS

The following definitions relate to these Conditions of Use:

- 2.1. “Account” means your G-Kala service Money Account, being the record maintained by us of the amount of E-Money (e-Value) from time to time held by you and represented by an equivalent amount of cash held in a bank on your behalf.
- 2.2. “Agent(s)” means registered business person(s) selected, contracted and registered by MoneyMaster PSB limited to provide G-Kala Services, details of which may be obtained from MoneyMaster PSB Limited Head Office.
- 2.3. “Agreement” means these Conditions of Use together with the Registration materials.
- 2.4. “Charges” means the Tariffs, taxes and other charges payable under this Agreement for the G-Kala Services.
- 2.5. “Conditions of Use” means these terms and conditions as may be varied by us from time to time.
- 2.6. “Credit Balance” means the amount of E-Money from time to time standing to the credit of your Account.
- 2.7. “Credit Transaction” means any transaction which results in your Account being credited with E-Money as verified by G-Kala;
- 2.8. “Customer” means you and every other person in whose name an Account for the G-Kala Services is registered.
- 2.9. “Customer Care Centre” means MoneyMaster PSB limited Customer Care Centre location(s).
- 2.10. “Debit” means the movement of funds out of your Account.
- 2.11. “Debit Transaction” means any transaction which results into a Debit of E-Money from your Account as verified by G-Kala system.

- 2.12. “Designated Payee” means any person (including yourself, another customer, an Agent or Authorized Retailer) who is designated by you via SMS, to be the recipient of E-Money from your Account.
- 2.13. “E-Money” “e-Value” means the electronic value recorded in your Account, such electronic value representing your proportionate entitlement to the cash amounts held by the Trustee on trust for you;
- 2.14. “Goods and Services” means such goods and services as may be purchased from Authorized Retailers using the G-Kala System.
- 2.15. “ID Number” means your Nigerian National Identity card number, Permanent Voters Card or your Passport. In the case of foreign Nationals this means the copy of your passport or accepted ID card in the Federal Republic of Nigeria.
- 2.16. “Mobile Equipment” means your Mobile Phone and SIM Card or any other equipment which when used together allows access to G-Kala Services and, in each case, is approved for use within the Federal Republic of Nigeria by the relevant authority.
- 2.17. “Mobile Phone” means your mobile phone handset.
- 2.18. “G-Kala Retailer/merchant” means a seller of Goods and Services who accepts E-Money in payment for Goods and Services.
- 2.19. “G-Kala Services” means the services provided by MoneyMaster PSB Limited for the issue and redemption of E-Money and the transfer of E-Money between Customers on the basis of Transfer Instructions including the recording of all Transactions, verifying and confirming all Transactions concluded and updating Customer Account records.
- 2.20. “G-Kala System” or “G-Kala Service” means the system operated by MoneyMaster PSB Limited providing the G-Kala Services.
- 2.21. “G-Kala Website” refers to the MoneyMaster PSB website for G-Kala Services.
- 2.22. “MSIDN” means the mobile station identification number issued to a G-Kala Agent or customer with the SIM Card and corresponding identity number and PUK for accessing the G-Kala Services.
- 2.23.
- 2.24. “Network Service Provider” means Global System for Mobile telecommunication (GSM) provider of mobile phone services affiliated with G-kala services.
- 2.25. “Outlet Operator” means the assistant dealing with customers at a G-Kala outlet point.
- 2.26. “Outlet” means any shop, unit or other retail premises operated by a G-Kala Agent.
- 2.27. “Payments” means money paid to an Agent, merchants etc. for the purchase of an equivalent amount of E-Money sums credited to your Account, purchase of goods or services, any such monies thereafter being held by the Trustee on trust for you as specified herein.
- 2.28. “PIN” means your personal identification number being the secret code you choose to access and operate your Account.
- 2.29. “Pre-paid Airtime” means mobile phone calling credit purchased through G-kala Services.
- 2.30. “Registration Form” means the registration form containing registration details and acceptance of these Conditions of Use by a user of G-kala services.
- 2.32. “SIM Card” means the subscriber identity module which when used with the appropriate Mobile Equipment enables you to use the G-Kala Services.
- 2.33. “SMS” means a short message service consisting of a text message transmitted from one Mobile Phone to another.

- 2.34. "Start Key" "Activation Code" means the one-time 4-digit PIN sent to you on registration for the purpose of activating your Account.
- 2.35. "Tariffs" means actual charges for use of the G-Kala Services as published by MoneyMaster PSB Limited.
- 2.36. "Tariff Guide" means a catalogue published for the Tariffs payable for the G-Kala Services, as updated from time to time.
- 2.37. "Transactions" means any of the transactions carried out from G-Kala services channels.
- 2.38. "Transfer Instructions" means instructions given via SMS for the transfer of e-Money from one Customer to another.
- 2.39. "Trustee" means the G-Kala TRUST COMPANY LIMITED which holds the aggregate of all Payments and sums equivalent to all transfers of e-Money into your G-Kala Account from other Customers on trust for you in the Trustee Account.
- 2.40. "Trustee Account" means the Bank Account(s) maintained by the Trustee into which all Payments are made and held by the Trustee on behalf of Customers.
- 2.41. "User Manual" means a document describing the G-Kala Services and its use.
- 2.42. "we" or "us" or "our" means MoneyMaster PSB and (where applicable) the Trustee.
- 2.43. "you" or "your" means the Customer.

3. APPLICATION FOR ACCOUNT

- 3.1. The G-Kala Service is available to any Mobile Phone user who has registered for access of G-Kala services in Nigeria.
- 3.2. You will be liable to pay for your Mobile Phone Network Service provider for all network costs incurred for using the G-Kala Service. You will also be liable to pay applicable Tariffs for your use of the G-Kala Services and such Tariffs may be deducted directly from your Account.
- 3.3. You may register for G-Kala Services at any G-kala Agent Outlet in Nigeria.
- 3.4. Upon registering as a Customer, you may be required to provide the following information for inclusion in the Registration Form or channel to be signed or accepted by you: -
- 3.4.1. Your ID Number from your original ID Card or Passport.
- 3.4.2. Your Bank Verification Number (BVN)
- 3.5. All information provided must be complete and accurate information in all respects.
- 3.6. We may decline your application at our sole discretion.
- 3.7. We may refuse to open an Account for you if we are not satisfied with proof of your identity.
- 3.8. Upon registering with an Agent for an Account your SIM Card shall be able to access the G-Kala Services (if your current SIM does not already accept or have the G-Kala Service registered) and G-Kala will issue you with a Start Key or and a transaction code to access the services.
- 3.9. Upon registration with G-Kala and input of Start Key/activation code, you will be required to change the default PIN which must be kept secret at all times.
- 3.10. Upon activation of your Account by the input of a secret PIN, you will be able to use the G-Kala Services with immediate effect.

4. THE G-KALA SERVICES

- 4.1. The G-Kala Services are made available to you subject to these Conditions of Use: -
- 4.1.1. Although we will try to ensure that you are able to make full use of the Mobile Networks to access G-Kala Services within the coverage area, we do not guarantee that the G-Kala Services will be available at all times and we shall not be responsible or liable for any loss whatsoever or

howsoever arising as a consequence of any non-availability of the G-Kala Services. The G-Kala Services are not fault free and factors including (but not limited to) acts of God, geographical topography, weather conditions, planned maintenance or rectification work on the Network may interfere adversely with the quality and provision of the G-Kala Services.

- 4.1.2. In the event of damage to, loss or theft of the SIM Card, you are obliged to inform us immediately of such damage, loss or theft. We will then disable access to your G-kala account so as to prevent further use of the G-Kala Services until the same has been replaced or repaired by you. A replacement or repair fee may be applicable at your network provider and you will be responsible for all Charges and Transactions effected up to the time of receipt by us of your notification of the damage, loss or theft. Notification of any such damage, loss or theft may be given by telephoning the Customer Care Centre. You will be required to indemnify us against any claims made in respect of any Transactions effected with your Mobile Phone and SIM prior to such notification being received.
- 4.1.3. Please note that the confidentiality of your communications via your Mobile Network is not guaranteed. You are advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. We cannot accept any liability for any loss, injury or damage whether direct or consequential arising out of any such compromise of confidentiality.
- 4.1.4. You accept that we may disclose or receive personal information or documents about you: -
 - 4.1.4.1. to and from local and international law enforcement or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of criminal activities or fraud;
 - 4.1.4.2. to and from our service providers (including the Trustee), dealers, agents, or any other company that may be or become our subsidiary, parent company or partner, for reasonable commercial purposes connected to your use of the G-Kala Services, such as marketing and research related purposes;
 - 4.1.4.3. to facilitate our ability to carry out any activity in connection with a legal, governmental or regulatory requirement;
 - 4.1.4.4. to our lawyers or auditors or to the applicable court in connection with any legal or audit proceedings (notwithstanding that any such proceedings may be of a public nature).
- 4.1.5. You must comply with any instructions that we may give you from time to time about the G-Kala Services.
- 4.1.6. With the exception of calls made to our Customer Service Hotline numbers (which will be provided to you upon registration) and to other designated toll free numbers, a minimum call charge may be levied in accordance with the applicable Tariff.
- 4.1.7. Your calls, emails or SMS's may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of telecommunication systems and detection and prevention of crime.

5. ACCEPTANCE AND COMMENCEMENT OF CONDITIONS OF USE

5.1. You are deemed to have accepted these Conditions of Use as amended from time to time and which take effect: -

5.1.1. Upon Registration; or

5.1.2. Upon the initial activation of the G-Kala Service by use of your Start Key or Activation Code.

6. SUSPENSION AND DISCONNECTION OF THE SERVICES/CLOSURE OF ACCOUNT

- 6.1. We may suspend (bar), restrict or terminate the provision of G-Kala Services (in whole or in part) and/or close your Account without informing you and without any liability whatsoever (although, we will, where possible, try to inform you that such action is or may be taken) under the following circumstances: -
 - 6.1.1. if we are aware or have reason to believe that your Mobile Equipment or the MSISDN/PIN number used in relation to G-Kala Services is/are being used in an unauthorized, unlawful, improper or fraudulent manner or for criminal activities or for money laundering and terrorist activities, (or has been so used previously);
 - 6.1.2. if you do not comply with any of the conditions relating to G-Kala Services including these Conditions of Use;
 - 6.1.3. if you notify us that your access tool or mobile equipment has been lost or stolen or your PIN has been lost or disclosed to any other party;
 - 6.1.4. if you do anything (or allow anything to be done) with your mobile equipment which we think may damage or affect the operation or security of G-Kala Services;
 - 6.1.5. for reasons outside of our control;
 - 6.1.6. where we close your Account under Clause 6.1.
- 6.2. To access G-Kala Services, your MSISDN must be operational (“active”) at all times. If your MSISDN is inactive for a consecutive period of 12 months your G-Kala Account will automatically be closed by MoneyMaster PSB Limited and any e-Money standing to the Credit of your Account will be paid to you in the manner provided in clause 6.4.
- 6.3. We will also close your Account upon receipt of your request to close your Account.
- 6.4. Where the use of your PIN has been suspended or disconnected or your Account closed any Credit Balance in your Account will be repaid to you in cash upon your presenting yourself at our designated offices. You will only be paid any Credit Balance in cash upon satisfactory evidence of your identity being produced.
- 6.5. We will not be responsible to you for any direct, indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible, whether arising in contract, or statute, if we close or suspend your Account in terms of this clause 6.

7. TARIFFS

- 7.1. Tariffs as published are payable to G-Kala for each Transaction effected from your Account. The Tariff Guide is available from MoneyMaster PSB Ltd Head Office or by accessing the G-Kala Website or any company published material in relation to service tariffs.
- 7.2. Tariffs payable on each Transaction will be deducted from your Account by G-Kala on conclusion of each Transaction and your new balance on conclusion of the Transaction shall be notified to you by way of an SMS.
- 7.3. Tariffs include Value Added Tax but are subject to other applicable levies and taxes at the then prevailing rates.
- 7.4. All Charges payable by you in connection with the use of G-Kala Services may be debited from your Account without further reference to you.

8. TRANSACTIONS

- 8.1. All Debit Transactions from your Account will be effected by Transfer Instructions authorized with your secret PIN that you choose when you register, or by such other method we may prescribe from time to time. Proof of ID may be or will be required before any Transaction can be effected and the ID presented will be recorded at the customer touch point on each Transaction.
- 8.2. Your Account will be credited when you purchase e-Money by making Payments or when e-Money is transferred to your G-Kala Account from another Customer and all such amounts will be held by the Trustee to your order.
- 8.3. You may not effect any Transactions from your G-kala Account in the event that you do not have sufficient e-Value in your Account to meet the value of the Transaction and Charges applicable thereto.
- 8.4. The G-Kala System will verify and confirm all Transactions effected from your Account by SMS to you. The G-Kala transaction system records will be taken as correct unless the contrary is proved.
- 8.5. On being provided with an Account, you will be able to effect the following transactions:
 -
 - 8.5.1. Effect a Credit Transaction by making a Payment in cash directly to an Agent in exchange for an equivalent amount of e-Money to be credited into your Account or by way of receiving e-Money from another registered account or from other source that is allowed to send e-Money into your G-Kala account. Upon a Credit Transaction being made, the G-Kala System shall credit your Account accordingly.
 - 8.5.2. Effect a Debit Transaction by:
 - 8.5.2.1. The exchange of e-money for cash at any Agent, Merchant or Any other integrated third party service provider by sending a Transfer Instruction to G-Kala pursuant to which the Agent, Merchant or third party service provider will pay the equivalent amount of cash to you, Good purchased or Service provided.
 - 8.5.2.2. The transfer of e-money to another Customer by sending Transfer Instructions to G-Kala for the account of such Customer, specifying the amount to be transferred.
 - 8.5.2.3. The purchase of G-Kala Pre-Paid Airtime by SMS giving a Transfer Instruction for the corresponding amount of e-Money to G-Kala as the Designated Payee.
 - 8.5.2.4. The purchase of Goods and/or Services from authorized Retailers by Transfer Instructions via G-Kala of the amount to be transferred to the authorized Retailer's Account in settlement for the Goods and/or Services purchased.
 - 8.5.3. Upon any Credit Transaction and Debit Transaction being effected the G-Kala System shall credit or debit your Account once the sum is actually credited to, withdrawn or transferred by you from your Account.
 - 8.5.4. Any Transaction which is not concluded within 7 days of the Transfer Instructions first being given for that transaction will automatically be cancelled and an SMS notification sent via G-Kala system of the cancellation shall be given to the Customer giving the Transaction Instructions.
 - 8.5.5. The G-Kala System will confirm every Transaction made by way of SMS together with an updated balance of your Account.
 - 8.5.6. Any Debit Transactions given using your Secret PIN will be charged to the Account. You acknowledge that, unless and until MoneyMaster PSB Limited receives notice from you that your secret PIN, is no longer secure and/or that your Mobile Equipment has been lost or stolen, MoneyMaster PSB Limited may rely on the use of the PIN as conclusive evidence that a Debit

Transaction has been authorized by you, even if it is actually made without your authority. MoneyMaster PSB limited shall not require any written confirmation of any Transaction Instruction.

- 8.5.7. We are unable to reverse or charge-back any Transfer Instruction for any reason including in the event of any dispute with any other Customer or an authorized Retailer. You are responsible for resolving any disputes arising with any other Customer or an authorized Retailer without recourse to G-Kala Services or MoneyMaster PSB Limited.

8.5.8. Your Account may only be operated by the use of your registered electronic wallet or account in Nigeria

- 8.6. Each Transaction will be issued with a unique transaction identification reference number that is included in the confirmation SMS sent to you with an updated balance of your Account. This reference number is used to track & identify all Transactions carried out on your Account.

9. SECURITY AND UNAUTHORISED USE

9.1. Only one PIN Number can be linked to your Account at any time.

9.2. Only you may use your Mobile Phone and PIN Number. Do not disclose your secret PIN to any other person.

- 9.3. You are responsible for the safekeeping and proper use of your Mobile Equipment, for keeping your PIN, your Start Key/Activation Code and for all Transactions that take place on your account using your PIN.

- 9.4. Your registration details will be used to confirm your identity when you call the Services Call Centre, but you must not disclose your PIN to any person including the staff at the Customer Care Centre.

10. YOUR RESPONSIBILITIES

- 10.1. You will be responsible for all applicable Charges at the applicable Tariff rates for any Transaction effected including calls made from the telecommunication networks using the Mobile Equipment whether those calls were made by you or someone else with or without your authority or knowledge.

- 10.2. You are solely responsible for any transmitted material and or communication, which is classified as defamatory, illegal or in breach of any copyright and shall indemnify and keep us indemnified against any claims and expenses made against us in respect thereof.

10.3. You must not use the G-Kala Services to commit any offence(s) against Nigerian Law(s).

11. VARIATIONS

- 11.1. We reserve the right to vary at any time and without prior notice to you these Conditions of Use or the Tariffs. Variations will be notified by way of advertisement in a daily newspaper, SMS, or through our Website and or by using any other suitable means PROVIDED THAT you shall be deemed to have been notified of any such variations regardless that the same may not have actually come to your attention.

- 11.2. By continuing to use the G-Kala Services you shall be deemed to have agreed to the modifications contemplated in clause 11 above. If you do not accept any of the modifications, then you must not continue to effect any Transactions otherwise you will be deemed to have accepted such modifications.

12. MONEYSMASTER PSB LIMITED RESPONSIBILITY

- 12.1. MoneyMaster PSB Limited hereby declares that it holds all Payments received in respect of the Purchase of e-Money or transfers of e-Money into your Account (the "Trust Amounts") on trust for you and for your benefit and that you shall be beneficially entitled to all those Trust Amounts standing to the credit of your Account. You agree that MoneyMaster PSB Limited may treat the records of the G-Kala Service System as conclusive evidence of the amount of e-Money at any time standing to the credit of your Account and the Trustee shall not be bound to make any independent investigation of your beneficial entitlement to the Trust Amounts. You further acknowledge that, in relation to any payment to you in respect of your entitlement to Trust Amounts, we may act on instructions given by you using your PIN or instructions purported to be given by you using your PIN even if they are actually given by a third party.
- 12.2. You acknowledge that MoneyMaster PSB Limited shall have no obligation to invest the Trust Amounts other than by way of holding the same in the Trust Account. You further acknowledge that, to the extent that any interest accrued on the Trust Amounts, you shall have only the regulatory benefit entitlement to such interest and no other benefit thereof.

13. LIABILITY AND EXCLUSIONS

- 13.1. In the event that we are compelled to change or reassign your telecommunications numbering to meet regulatory requirements or for any other reason our liability will be limited to retaining your Account and where possible, transferring your Account to a new MSISDN, failing which you will be paid out the Credit Balance standing in your Account in cash.
 - 13.2. To the maximum extent permissible by law we exclude warranties of all kinds, either express or implied.
- 13.3. All Agents are no more than independent outlets authorized by MoneyMaster PSB Limited to provide G-Kala Services and no other agency relationship exists between MoneyMaster PSB Limited and the Agents and we accordingly bear no responsibility or liability for any default or negligence on the part of the Agents in providing G-Kala Services
- 13.4. We shall not be liable for any loss which you suffer unless it is directly caused by our being negligent or deliberately acting wrongly. If we do act negligently or wrongly, we shall only be liable for the amount of the loss that a normal Customer in your position would have suffered and not any loss which results from your particular circumstances; even if we know that your circumstances are unusual.

14. MISCELLANEOUS

- 14.1. These terms of use and Agreement (as from time to time may be amended) forms a legally binding agreement binding on you and your personal successors and assigns.
 - 14.2. This Agreement may not be assigned to any other person.
- 14.3. No failure or delay by either of us in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
 - 14.4. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 14.5. If any provision of these Conditions of Use shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein and all provisions not so affected by such invalidity or unenforceability shall remain in full force and effect.

15. STATEMENTS

- 15.1. You may obtain a balance enquiry from your Mobile Equipment and query any transactions effected using your Mobile Equipment and Secret PIN on your own or at the Customer Call Centre.
- 15.2. Printed statements of your Account will not be provided.
- 15.3. We will close your Account on receiving a request from you.

16. FAILURE OR MALFUNCTION OF EQUIPMENT

We are not responsible for any loss arising from any failure, malfunction, or delay in any cellphone Networks, cellphones, the Internet or terminals or any of its supporting or shared networks, resulting from circumstances beyond our reasonable control.

17. NOTICES

- 17.1. We are entitled to send information to you via SMS to the contact Mobile Phone number supplied on your application/registration form. These SMS's are for information purposes only.
- 17.2. You should send any legal notice to us at our chosen address: 21, Adeola Odeku Street, Victoria Island, MoneyMaster PSB Ltd.

18. GENERAL

- 18.1. You must pay all our expenses in recovering any amounts you owe us including legal fees, collection fees and tracing fees.
- 18.2. A certificate signed by any of our authorized managers (whose appointment need not be proved) showing the amount you owe us is sufficient proof of the facts stated on the certificate, unless the contrary is proved.
- 18.3. We will not be responsible to you for any indirect, consequential or special damages arising from any act or omission by us or any third party for whom we are responsible and whether arising in contract or statute.
- 18.4. You must notify us immediately of any change of your details.
- 18.5. You agree that your information, including your personal information, your conversations with our Customer Care Centre and your Transactions will be recorded and stored for record keeping purposes for 5 years from date of closure of your Account.
- 18.6. All copyright, trademarks and other intellectual property rights used as part of the G-Kala Services or contained in our documents are owned by MoneyMaster PSB Limited or its licensors. You agree that you acquire no rights thereto.

19. JURISDICTION AND ARBITRATION

- 19.1. This Agreement is governed by Nigeria Law.
- 19.2. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, as governed by the Arbitration and Conciliation Act Cap A18 Laws of Federation of Nigeria 2004 (A&CA and the Arbitration Rules made pursuant to A&CA) as well as various state laws. A&CA and the Arbitration Rules apply to all arbitral proceedings whose seat is in Nigeria, unless the parties have agreed on another choice of law. Such arbitration shall be conducted in Nigeria in accordance with the Rules of Arbitration of the said ACT.

19.3. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.