

# TERMS OF USE: BANTOO PAY

**Effective Date:** 1 January 2025

## 1. Introduction

Welcome to Bantoo Pay. These Terms of Use ("Terms") govern your access to and use of Bantoo Pay services, including mobile applications, websites, and related services (collectively, "Services"). By using Bantoo Pay, you agree to these Terms. If you do not agree, please do not use our Services.

## 2. Definitions

- **"User"** refers to anyone using Bantoo Pay services.
- **"Account"** refers to the user profile required to access Bantoo Pay services.
- **"Merchant"** refers to businesses using Bantoo Pay for transactions.
- **"Transaction"** refers to payments, transfers, or other financial operations.

## 3. Eligibility

To use Bantoo Pay, you must:

- Be at least 18 years old.
- Have the legal capacity to enter into agreements.
- Provide accurate, complete registration information.

Bantoo Pay may refuse service or close accounts if eligibility requirements are not met.

## 4. Account Registration and Security

- Users must register with accurate personal details.
- You are responsible for maintaining the confidentiality of your login credentials.
- Notify Bantoo Pay immediately of unauthorized account access.
- You are liable for all activities under your account.

## 5. Services Provided

Bantoo Pay offers:

- Digital wallet for sending, receiving, and storing funds.
- Payment processing for goods and services.
- Mobile money and bank transfers.
- Merchant services for businesses.

Certain features may require identity verification.

## **6. User Obligations**

By using Bantoo Pay, you agree to:

- Use services lawfully and for intended purposes.
- Not engage in fraud, abuse, or unauthorized transactions.
- Keep account information accurate and up to date.

Bantoo Pay may suspend accounts for violations.

## **7. Fees and Charges**

- Service fees may apply for transactions, withdrawals, or currency conversions.
- Fee details are available within the Bantoo Pay app and website.
- You are responsible for all applicable taxes.

## **8. Transaction Limits and Restrictions**

- Transaction limits may apply based on verification level and regulations.
- Bantoo Pay may block or delay suspicious transactions.

## **9. Refunds and Reversals**

- Transactions are generally final once completed.
- Refunds are subject to merchant policies and applicable laws.
- Bantoo Pay may reverse unauthorized transactions after investigation.

## **10. Privacy and Data Protection**

Bantoo Pay protects your data under our Privacy Policy. By using our Services, you consent to data processing for service delivery and regulatory purposes.

## **11. Intellectual Property**

Bantoo Pay and related content (logos, trademarks, software) are protected by intellectual property laws. Users may not copy, modify, or distribute Bantoo Pay's intellectual property without permission.

## **12. Prohibited Activities**

Users may not use Bantoo Pay for:

- Fraudulent, illegal, or unauthorized transactions.
- Money laundering, terrorism financing, or other criminal activities.
- Spamming, phishing, or harming other users.

Violation may result in account suspension and legal action.

### **13. Third-Party Services**

Bantoo Pay may integrate third-party services. Users are subject to third-party terms when using such services. Bantoo Pay is not liable for third-party actions.

### **14. Limitation of Liability**

Bantoo Pay is not liable for:

- Losses due to user negligence, unauthorized access, or service interruptions.
- Indirect, incidental, or consequential damages.

Liability is limited to the amount of funds held in your Bantoo Pay account.

### **15. Indemnification**

You agree to indemnify Bantoo Pay from claims, damages, or liabilities arising from:

- Breach of these Terms.
- Unauthorized use of Bantoo Pay services.

### **16. Account Suspension and Termination**

Bantoo Pay may suspend or terminate accounts for:

- Breach of these Terms.
- Fraudulent or illegal activities.
- Regulatory requirements.

Users can close accounts by contacting Bantoo Pay support. Outstanding obligations must be settled before closure.

### **17. Dispute Resolution**

- Users should first contact Bantoo Pay to resolve disputes.
- Unresolved disputes may be referred to arbitration under applicable laws.

## **18. Governing Law**

These Terms are governed by the laws of the International Chamber of Commerce courts in London. Users agree to the exclusive jurisdiction of the International Chamber of Commerce courts in London.

## **19. Changes to Terms**

Bantoo Pay may update these Terms periodically. Users will be notified of significant changes. Continued use after changes implies acceptance.

## **20. Contact Us**

For questions about these Terms, contact:

### **Bantoo Pay Customer Support**

Email: [info@bantoopay.com](mailto:info@bantoopay.com)

Address: Bantoo Pay Africa, Angre Papaya Djomi, 04 BP 1164, Abidjan 04, Côte d'Ivoire