# **TERMS OF USE: BANTOO TOP-UP**

**Effective Date:** 1 January 2025

#### 1. Introduction

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

#### 2. Definitions

- "User" refers to anyone using Bantoo Top-Up services.
- "Account" refers to the user profile required to access Bantoo Top-Up services.
- "Transaction" refers to mobile top-ups, bill payments, and other service-related operations.

# 3. Eligibility

To use Bantoo Top-Up, you must:

- Be at least 16 years old.
- Have the legal capacity to enter into agreements.
- Provide accurate, complete registration information.

Bantoo Top-Up 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 Top-Up immediately of unauthorized account access.
- You are liable for all activities under your account.

### 5. Services Provided

Bantoo Top-Up offers:

- Mobile credit and data top-ups.
- Utility bill payments.
- Merchant and reseller services.
- Cross-border mobile recharge options.

Certain features may require identity verification.

# 6. User Obligations

By using Bantoo Top-Up, you agree to:

- Use services lawfully and for intended purposes.
- Respect the privacy and rights of other users.
- Not engage in abusive, harmful, or unauthorized activities.

Bantoo Top-Up 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 Top-Up 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 Top-Up may block or delay suspicious transactions.

## 9. Refunds and Reversals

- Transactions are generally final once completed.
- Refunds are subject to mobile operator policies and applicable laws.
- Bantoo Top-Up may reverse unauthorized transactions after investigation.

### 10. Privacy and Data Protection

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

### 12. Prohibited Activities

Users may not use Bantoo TopUp for:

- Illegal, abusive, or fraudulent activities.
- Sharing harmful or offensive content.
- Violating privacy rights of other users.

Violation may result in account suspension and legal action.

### 13. Third-Party Services

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

# 14. Limitation of Liability

Bantoo TopUp 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 fees paid for the affected service.

### 15. Indemnification

You agree to indemnify Bantoo Top-Up from claims, damages, or liabilities arising from:

- Breach of these Terms.
- Unauthorized use of Bantoo Top-Up services.

### 16. Account Suspension and Termination

Bantoo Top-Up may suspend or terminate accounts for:

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

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

## 17. Dispute Resolution

- Users should first contact Bantoo Top-Up 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 courts International Chamber of Commerce courts in London.

## 19. Changes to Terms

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

#### 19. Contact Us

For questions about these Terms, contact:

## **Bantoo Top-Up Customer Support**

Email: info@bantootopup.com

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

By using Bantoo Top-Up, you confirm that you have read, understood, and agreed to these Terms of Use. Thank you for trusting Bantoo Top-Up.