



MOBIPAY WEBSITE TERMS OF USE AND DISCLAIMER

Last modified 14 September 2015

1. Introduction

- 1.1. The MobiPay website Disclaimer, as amended from time to time, applies to you when you visit, make use thereof and rely on the MobiPay (“us/our/we”) website and form a binding agreement between yourself, as a MobiPay customer, and us.

2. Disclaimer and Limitation of Liability

- 2.1. Although we have taken reasonable care to ensure that the content of this website is accurate, up to date and that you suffer no harm, loss or damage from your use of hereof, this cannot be guaranteed and accordingly the website, content, tools and services available / accessible on or through this website are provided to you on an “as is basis” without any representations or warranties, whether express or implied, and your use thereof and reliance thereon is entirely at your own risk.
- 2.2. We do not represent or warrant that the website, content, information, tools and services available / accessible on or through this website will be error free or meet any criteria of accuracy, completeness, timeliness, reliability, quality or performance.
- 2.3. We accordingly expressly disclaim any and all implied warranties and / or representations of any nature whatsoever, including but not limited to any warranty of fitness for a particular purpose and / or use.
- 2.4. We will not be liable to you in any way whatsoever for any direct or indirect damage or loss suffered by yourself howsoever caused in relation to your use of and reliance on this website or in relation to the contents hereof or otherwise in connection with this website whatsoever, including but not limited to lost or damaged data or any commercial or economical loss.
- 2.5. We do not represent, warrant or guarantee uninterrupted access to the website, content, tools and / or services and we shall in no way whatsoever be liable to you for the unavailability or downtime of the website, tools or services or any damage howsoever caused in connection with the unavailability the website, tools or services.
- 2.6. While we take reasonable care to ensure that the website, contents, tools and services do not contain viruses, we do not warrant that it shall be virus free. You are responsible to take appropriate precautions and make use of virus protection and ensure that you have the most recent version and updates of such virus

protection. We shall not in any way be liable to you for any damage to data or your device caused or related to a virus or other malicious code.

3. Reasonableness

- 3.1. By making use of this website, you acknowledge and agree that the exclusions and limitations of liability as set out herein are reasonable and if you do not think they are reasonable, you should not use this website.

4. Copyright

- 4.1. The various content of the website including, but not limited to, text, articles, newsletters, graphics, images, HTML code, multimedia code, Java code are subject to and protected by copyright and other intellectual property legislation (Namibian and foreign) and any unauthorised use thereof may violate such copyright and intellectual property legislation.

5. Amendments and Changes

- 5.1. We reserve the right to from time to time and in our sole and absolute discretion, amend, change or modify any part or the whole of this Disclaimer without giving prior notice to you. We will however endeavor to notify you of material amendments hereto.
- 5.2. The date on which this Disclaimer was last amended appear at the top of this Disclaimer.
- 5.3. If you do not agree to such amended terms and conditions of this Disclaimer, your only remedy is to terminate your use of the website and not making thereof anymore.
- 5.4. If you do make use of website after an amendment of this Disclaimer, we assume that you have read, understood and agree to the amended terms and conditions and accordingly that such terms and conditions will become binding on you.