



## Welcome to AltMobile!

These Terms and Conditions serve as the agreement between you and The Alternative Bank Bank Plc ("The Alternative Bank", "we", "us"), which governs your use of the Alt Mobile subscription service made available by The Alternative Bank.

Please read these Terms and Conditions ("Terms") carefully before subscribing to the service. These terms govern and apply to your use of the services provided by Alt Mobile. By registering and subscribing to this service, you agree to be bound by these Terms, and you indicate your continued acceptance of these Terms.

### 1. ABOUT ALTMOBILE

AltMobile is a financial mobile product (the "Platform") created by The Alternative Bank to provide her subscribers with access to the newest mobile devices on a lease financing arrangement. AltMobile also provides its subscribers with the option to upgrade the devices leased on the Platform by swapping the device for a newer model.

The offerings of AltMobile include but not limited to – mobile devices leasing, financing of newer mobile devices under a lease to own arrangement, seamless mobile upgrade on a new instalment fees structure– this affords the subscribers with option of swapping their mobile devices with newer versions.

The Benefits of the leasing Mobile devices on the Platform include but not limited to:

- Reduces the burden of fixing damaged devices, including water and screen damage from the Subscribers.
- Reduces the burden of payment on a stolen or lost device in accordance with the applicable insurance policy.
- Reducing the depletion of cashflow in purchasing a premium device.
- The Bank also has a mobile locking feature that affords protection when the devices are stolen or lost.

### 2. ACCESS TO THE SERVICE

To be eligible to use the service you must;

- Be 18 years or above If an individual.
- Be physically resident in the Federal Republic of Nigeria
- Own a Nigerian bank account with any bank in Nigeria.
- If a corporate body, be registered with the Corporate Affairs Commission.
- Qualify under the bank's credit risk criteria.

### 3. USE OF THE PLATFORM

- a. You confirm that you are at least 18 years of age or are accessing the Platform under the supervision and permission of a parent or legal guardian.
- b. We grant you a non-transferable, revocable and non-exclusive license to use this Platform, in accordance with these Terms., for such things as: shopping for mobile



devices displayed on the Platform, gathering information regarding our products and services and making purchases.

- c. Commercial use or use on behalf of any third party is prohibited, except as explicitly permitted by us in advance.
- d. These Terms specifically prohibit actions such as: accessing our servers or internal computer systems, interfering in any way with the functionality of this Platform, gathering or altering any underlying software code, infringing any intellectual property rights. This list is non-exhaustive and similar actions are also strictly prohibited.
- e. Any breach of these Terms shall result in the immediate revocation of the license granted in this paragraph without prior notice to you. Should we determine at our sole discretion that you are in breach of any of these conditions, we reserve the right to deny you access to this Platform and its contents and do so without prejudice to any available remedies at law or otherwise.
- f. Certain services and related features that may be made available on the Platform may require registration or subscription. You will be required to subscribe before accessing those features.
- g. Should you choose to register or subscribe to any of such services or related features, you agree to provide accurate and current information about yourself, and to promptly update such information if there are any changes. Every user of the Platform is solely responsible for keeping passwords and other account identifiers safe and secure. The account owner is entirely responsible for all activities that occur using his/her password or account.
- h. Both parties agree that browsing the Platform and gathering information regarding the Services provided by the seller does not constitute an offer to sell, but merely an invitation to treat. The parties accept that an offer is only made once you have selected the item you intend to purchase, chosen your preferred payment method, proceeded to the checkout and completed the checkout process. You agree that the acceptance of the offer is not made when the vendor contacts you by phone or by email to confirm that the order has been placed online.
- i. Your offer is only accepted when we dispatch the product to you and inform you either by email or by phone of the dispatch of your ordered product. Before your order is confirmed, you may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order. Please note that there are cases when an order cannot be processed for various reasons. The Platform reserves the right to refuse or cancel any order for any reason at any given time.
- j. The Platform contains ads and promotional contents, by accepting to use this Platform, you agree to receive promotional emails from the Platform. You can subsequently opt out of receiving such promotional e-mails by clicking on the link at the bottom of any promotional email.
- k. The platform facilitates credit for the procurement of Mobile devices; an offer letter will be provided when this credit process is completed. Please read carefully and accept the terms of the Offer to enable you to qualify for the facility.

#### **4. DURATION OF THE CONTRACT**

When you lease a device on the Platform, the Contract will commence on the day you receive your device and will continue for either 12 or 24 months depending on your preference.



If you opt for a 24 months subscription, you may choose to upgrade your device after a minimum period of 12 months. Upon upgrade, a new contract tenor of 24 months shall commence for the newer device. Should you choose not to upgrade your device, your subscription period would terminate at the end of your lease period.

## 5. THE SERVICES

To access the service, you must fill out an application form and upon meeting our requirements an offer letter will be sent to you.

a. For the Lease to Own services:

After you have applied for a mobile device from the list of mobile devices available on the Platform, the Bank would either accept or decline to finance the lease. Where the bank agrees to finance the lease, your contract with the Bank shall commence immediately.

You will be advised of the sum to be debited to your account on a monthly installment basis for 12 or 24 months depending on your subscription. By accepting these terms, you authorize the Bank to debit your account monthly for the subscription fees.

b. For the Mobile Upgrade services:

This feature is only available to you after 12 months of use of the device under the 24 months lease to own services. At the point of device upgrade, you shall notify us of your intention to upgrade the mobile device and choose from the available mobile devices, what model you want to upgrade your device to. You shall be required to reset your phone to its factory setting and return the device to us in good working condition (acceptable to the bank or her partners) along with the box it came in for the phone swap.

## 6. DELIVERY OF THE DEVICE

This Platform is only for delivery of products to customers within Nigeria. We make every effort to deliver goods within the estimated timescales set out on our Platform; however, delays are occasionally inevitable due to unforeseen factors. We shall be under no liability for any delay or failure to deliver the products within the estimated timeframes where they did not occur due to our fault or negligence. Our Delivery Policy is as contained in the table below.

Location	Transit Time
Within Lagos	1-5 working days
Outside Lagos	3-14 working days

You will be required to provide your address for delivery of the devices after you have fulfilled all the conditions under the contract.

Delivery will be done by our logistics partners.

We advise that you take delivery of the mobile device(s) personally. You will be required to show proof of identity before receipt of the devices. However, you may via a written instruction request us to deliver the device to a third party. Proof of identify will be required from such third party before delivery is made.

By signing the waybill, you are confirming that you have accepted delivery.



The delivery fee will be communicated to you through any of our communication channels and upon payment, delivery is initiated. -

Should you be unable to receive the delivery personally, you must inform us by mail or any appropriate written channel nominating your authorized representative to accept the device on your behalf.

Should you prefer to pick up the device from our logistic partner you must inform us by mail or any appropriate written channel and you will be advised of the pick up location.

You shall remain personally liable for delivery of the device to, and all actions of, your authorized representative.

## **7. RETURN POLICY**

Our Return Policy is:

- a.** For orders that support delivery, customers can cancel within 1 hour after placing the order.
- b.** Customers will be given the opportunity to change their address for orders cancelled because the recipient is not at the address at the time.
- c.** Orders that were received in damaged conditions or are inaccurate i.e wrong colour, wrong storage specification should be reported within 7 days of receipt of the mobile device and the orders would be replaced after investigations.
- d.** Any returned device that was damaged through customers misuse would not be accepted.
- e.** The customer, partner and admin would be notified via email on all successful cancellations.
- f.** You are entitled to a one year warranty on any manufacturer related issues with the device.

## **8. PAYMENT TERMS**

- a.** We are determined to provide the most accurate pricing information on the Platform to our users; however, errors may occur, such as cases when the price of an item is not displayed correctly on the Platform. As such, we reserve the right to refuse or cancel any order. In the event that an item is mispriced, we may, at our own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. We shall have the right to refuse or cancel any such orders whether the order has been confirmed and your credit/debit card charged or not.
- b.** In the event that we are unable to provide the services, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the products.
- c.** When you initiate a payment by entering the required details in the Platform, you explicitly give your consent and authorize us to make the payment on the details you have provided. It is your responsibility to check that all details are accurate; we will not be liable where wrong details are provided by you.



- d. Payment under this contract shall be in monthly installments. By subscribing to this service on the platform, you irrevocably instruct us to debit your account monthly for the advised installment payments.
- e. The billing cycle begins from the commencement date and will continue until the end of 24 months. You may choose to cancel your subscription before the end of the 24 months tenor, however, such cancellation can only be effected after 12 months.

Upon cancellation, you must return the device to the Bank in good condition. Such good condition shall be determined by the Bank.

## **9. TERMINATION**

- a. You may cancel the contract at any time on 20 business days written notice to The Alternative Bank. In the event of an early termination of the contract, you will be liable for:
  - Payment of the outstanding value of the facility still owed to The Alternative Bank
  - Any usage fees owing to The Alternative Bank as at the date of cancellation of the Contract
- b. In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate these Terms or revoke any or all of your rights granted under these Terms.
- c. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Platform and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) (if any) and account identification issued to you and deny your access to and use of this Platform in whole or in part.
- d. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the owner of the Platform shall not be liable to you or to any other person as a result of any such suspension or termination.
- e. Without affecting your obligation to repay the facility, if you are dissatisfied with the Platform or with any terms, conditions, rules, policies, guidelines, or practices of operating the Platform, your sole and exclusive remedy is to discontinue using the Platform.

## **10. RISK AND OWNERSHIP**

- a. After lease from the Platform The Alternative Bank will retain ownership of the mobile device until you have paid the full price owed to us.
- b. If you cancel the contract before the expiry of the duration, The Alternative Bank will own the device until you have paid the outstanding device fees owing to us and where applicable the usage fee.
- c. You will be responsible for the device from the date on which we deliver the device to you. If your device is lost, damaged or stolen, you must notify us immediately and we will blacklist the Device.
- d. You are eligible for insurance coverage of 60% of repair cost in the instance of accidental damage and 80% of Replacement cost in instance of theft. You will be required to cover the balance of the costs not covered by the insurance policy.
- e. You are advised to take preventative measures to protect the device (i.e Screen guards, phone cases etc). If the device is discovered to have suffered minor infractions



such as scratches at the point of upgrade, you will be required to either make up the difference on the projected resale value (60%) or continue repayment up to 24 months.

- f. In case of damage or defects necessitating repairs, the device can only be repaired by our authorized repair partners as will be advised to you.

## 11. MODIFICATIONS TO THE TERMS

We may change these terms from time to time. This is solely at our discretion. Please check the Terms regularly for updates as changes shall be effective immediately, and we may indicate the date of such revision.

In addition, we may change, suspend or discontinue any aspect of the Services at any time. We may also impose limits on certain services or restrict your access to parts or all of the Platform or the Services provided without notice or liability.

You are free to decide whether or not to accept a revised version of these Terms, but accepting these Terms, as revised, is required for you to continue accessing or using the Platform and Services. If you do not agree to these Terms or any revised version of these Terms, your sole recourse is to terminate your access or use of the Services. Except as otherwise expressly stated by us, your access and use of the Services are subject to, and constitute your acceptance of, the version of these Terms in effect at the time of your access or use.

Your failure to accept the modified terms shall not affect any liability and obligation you owe to us. You shall only be prevented from accessing further services on the Platform.

## 12. USER SUBMISSIONS

- a. Where you provide information, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions") we will be at liberty to use such Submission at our discretion. In addition to the rights applicable to any Submission, when you post comments or reviews to the Platform, you also grant us the right to use the name that you submit, in connection with such review, comment, or other content.
- b. You shall not use a false e-mail address, pass off as another person or otherwise mislead us or third parties as to the origin of any submissions.
- c. We may, but shall not be obligated to, remove or edit any submissions.
- d. By completing an order or signing up, you agree to receive
  - i. emails associated with finalizing your order, which may contain relevant offers from third parties,
  - ii. emails asking you to review or rate The Alternative Bank, The Alternative Bank Alternate Finance and your purchase.
  - iii. Promotional emails, SMS and push notifications from us.

## 13. INFORMATION AVAILABLE ON PLATFORM

- a. You accept that the information contained in this Platform is provided "as is" and "as available", and it is intended for information purposes only.
- b. Product representations expressed on this Platform are those of the approved vendors and are not made by us. We shall permit vendors to display their products on our Platform to enable you view and select the products according to your specification. You agree that whatever product you select was done without any

duress and that you have considered the product to suite your purpose before ordering the goods.

- c. Submissions or opinions expressed on this Platform are those of the individual posting such content and may not reflect our opinions.

#### **14. ACCESSIBILITY OF PLATFORM**

Our aim is always to ensure accessibility to the Platform; however, we make no representation of that nature and reserve the right to terminate the operation of the Platform at any time and without notice. You accept that service interruption may occur to allow for Platform improvements, scheduled maintenance or may also be due to factors beyond our control, including but not limited to network operator glitch.

#### **15. LINKS AND THIRD-PARTY PLATFORMS**

We may include links to third party Platforms on the Platform from time to time. However, the existence of a link to another Platform should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement of a particular Platform unless explicitly stated otherwise. We take reasonable steps to verify these third party links, but we advise that you investigate and accept their terms and conditions before accessing their service offerings. These linked Platforms are not under our control and we accept no responsibility for any content, including, but not limited to, information, products and services, available on third party Platforms. Creating a link to this Platform or referencing our URL is strictly forbidden without our prior written consent. Furthermore, we reserve the right to revoke our consent without notice or justification.

#### **16. SECURITY**

You are responsible for keeping your security information secure and confidential. You agree not to disclose your password or PIN to any other person and shall remain liable for any unauthorized disclosure, loss or compromise of your PIN or password, so you must not share these with other people, even if you think they work for us.

#### **17. INTELLECTUAL PROPERTY**

All intellectual property rights and database rights, whether registered or unregistered, information content on the Platform and all the Platform design, including, but not limited to, text, graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software shall remain at all times vested in us or our licensors. Use of such material will only be permitted as expressly authorized by us or our licensors. Any unauthorized use of the material and content of this Platform is strictly prohibited, and you agree not to, or facilitate any third party to, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

#### **18. DATA PROTECTION**

We take your privacy very seriously. Consequently, we are committed to complying with the Nigerian Data Protection Regulation 2019 with regards to protecting your data. You understand that by using the Services, you consent to the collection, use, storage, and disclosure of your information in accordance with the Bank [privacy policy](#), available on our Platform.

#### **19. INDEMNITY**

You agree to defend, indemnify, and hold harmless AltMobile and The Alternative Bank Bank Plc, its employees, officers, directors, agents, its affiliates and third-party service providers from and against any and all claims, suits, liabilities, damages (actual and consequential), losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or in any way related to any claims relating to your use of the Services, violation of these Terms, applicable law or any third-party rights or claims, or your fraud or willful

misconduct. Such indemnified parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

**20. ACCEPTANCE OF ELECTRONIC DOCUMENTS**

You agree that all agreements, notices, disclosures, records, and other communications for all services provided to you under these Terms and in connection with your relationship with us (collectively, "Communications") that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**21. LIMITATION OF LIABILITY**

Under no circumstances shall we, our licensors or any third party content/ service provider be liable for any punitive, exemplary, consequential, incidental, indirect or special damages (including, without limitation, any personal injury, loss profits, business interruption, loss data or otherwise) arising from or in connection with the performance of the services, your use of or inability to use the services, whether by a breach of contract, negligence, strict liability, malpractice or otherwise, even if such party has been advised of the possibility of such damages.

**22. DISCLAIMERS**

To the maximum extent permitted by law, we disclaim all implied warranties with regard to the App. We do not promise that the information, content or materials displayed on the App are accurate, sufficient or error-free. We do not promise that the information on our system is, when accessed by you, up-to-date or complete. The App and software are provided "as is" and "as available" without warranty of any kind.

In no event, under no legal or equitable theory (whether tort, contract, strict liability or otherwise), shall we or any of our respective employees, directors, officers, agents or affiliates, be liable hereunder or otherwise for any loss or damage of any kind, direct or indirect, in connection with or arising from the use of the Platform / services or our agreement with you concerning the services, including, but not limited to, (i) the use of or inability to use the Platform, the service, or the content, (ii) any transaction conducted through or facilitated by the Platform; (iii) any claim attributable to errors, omissions, or other inaccuracies in the Platform, the service and/or the content (iv) unauthorized access to or alteration of your transmissions or data, or (v) any other matter relating to the Platform, the service, or the content, and any compensatory, direct, consequential, incidental, indirect, special or punitive damages, lost anticipated profits, loss of goodwill, loss of data, business interruption, accuracy of results, or computer failure or malfunction, even if we have been advised of or should have known of the possibility of such damages.

**23. FORCE MAJEURE**

To the fullest extent permitted under applicable law, we will be excused from performance under these Terms for any period that we are prevented from or delayed in performing any obligations pursuant to this Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes, (d) labor strikes; (e); (f) unauthorized access to our information technology systems by third parties; or (g) other causes beyond our reasonable control and contemplation.

**24. WAIVER**

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.



**25. SEVERABILITY**

If any provision in these terms is judicially determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) of the same shall be stricken from these terms, and such provision shall not affect the legality, enforceability, or validity of the remainder of these terms. The stricken provision may be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in term to the stricken provision as is legally possible.

**26. FEEDBACK RELEASE**

We may from time to time reach out to Clients/Users to provide feedback/testimonials in respect of our Services. This would usually involve the use of your images, biographical information, recordings, video/audio clips (the "Material"). You acknowledge that the Material may be used in diverse settings within an unrestricted geographic area. You hereby release The Alternative Bank Bank Plc, its representatives, employees, managers, members, officers, parent companies, subsidiaries, and directors, from all claims and demands arising out of or in connection with any use of the Material, including, without limitation, all claims for invasion of privacy, infringement of your right of publicity, defamation and any other personal and/or property rights. Additionally, you waive any right to royalties or other compensation arising or related to the use of the Material.

**27. WAIVER OF INTEREST**

The Bank and the Customer agree that to the extent that any court, contract or statute would impose any obligation to pay or recover interest, the bank and the customer each irrevocably and unconditionally waive any entitlement to recover interest from the other.

**28. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms and your use of the Platform shall be governed by the general principles of Islamic commercial jurisprudence and the laws of the Federal Republic of Nigeria.

The Parties agree that any dispute arising under or in connection with the validity, interpretation, and performance of this Agreement that cannot be resolved amicably by the Parties through negotiation within thirty (30) days shall be referred to mediation at the Lagos Multi-Door Courthouse (LMDC) for resolution under the provisions of the Lagos State Multi-Door Courthouse (LMDC) Law 2007 or its extant law.

**29. CONTACT US**

We will be pleased if you notify us of any inquiries or issues regarding these Terms, because this gives us the opportunity to seek a suitable solution. It also gives us the opportunity to improve the service/products offered to you and other customers. We also have an internal complaints procedure to effectively and promptly address any complaints. You may reach us by sending a mail to [customercare@altmobile.ng](mailto:customercare@altmobile.ng) and or calling us on 017000555