

TERMS OF SERVICE

Effective Date: 01-May-2026

These Terms of Service ("Terms") constitute a legally binding agreement between you and QCLOSE Nigeria Limited, a company incorporated under the laws of the Federal Republic of Nigeria, governing your access to and use of the EJA ERP Solution, including all associated software, applications, APIs, and services (collectively, the "Service").

By executing an Order Form, clicking to accept, or accessing or using the Service, you agree to be bound by these Terms.

1. DEFINITIONS

- **"Authorized Users"** means employees, agents, or contractors permitted by Customer to use the Service.
- **"Customer Data"** means all data, content, and information submitted to the Service by or on behalf of Customer.
- **"Order Form"** means any ordering document or subscription agreement referencing these Terms.
- **"Confidential Information"** means non-public information disclosed by one party to the other.

2. GRANT OF RIGHTS

Subject to these Terms and payment of applicable fees, QCLOSE grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the subscription term solely for internal business operations.

3. RESTRICTIONS

Customer shall not, and shall not permit any third party to:

- Reverse engineer, decompile, or attempt to derive source code
- Modify, copy, or create derivative works
- Use the Service for unlawful, fraudulent, or abusive purposes
- Circumvent security or access controls

4. CUSTOMER RESPONSIBILITIES

Customer is responsible for:

- All activities conducted under its accounts
- Ensuring Authorized Users comply with these Terms
- Accuracy, legality, and integrity of Customer Data

5. FEES AND PAYMENT

- Fees are as specified in the applicable Order Form
- Payments are due within the stated invoice period
- Late payments may attract interest at the prevailing commercial rate
- QCLOSE reserves the right to suspend Service for non-payment

6. DATA OWNERSHIP AND LICENSE

Customer retains all rights to Customer Data. Customer grants QCLOSE a worldwide, limited license to host, process, transmit, and display Customer Data solely to provide and improve the Service.

7. DATA PROTECTION AND PRIVACY

QCLOSE shall process personal data in accordance with applicable Nigerian data protection laws, including the Nigeria Data Protection Act (NDPA).

Each party agrees to:

- Implement appropriate technical and organizational measures
- Process personal data only for lawful purposes
- Ensure confidentiality of personal data

A Data Processing Addendum (DPA) may be executed where required.

8. CONFIDENTIALITY

Each party agrees to:

- Protect Confidential Information with reasonable care
- Use it solely for purposes of this agreement
- Not disclose it to third parties without consent, except as required by law

9. SERVICE LEVELS AND SUPPORT

QCLOSE shall use commercially reasonable efforts to maintain Service availability. Scheduled maintenance and emergency downtime may occur.

Support services shall be provided as defined in applicable service level agreements (SLAs), if any.

10. SECURITY

QCLOSE shall maintain administrative, technical, and physical safeguards designed to:

- Protect Customer Data
- Prevent unauthorized access
- Ensure system integrity

11. INTELLECTUAL PROPERTY

All rights, title, and interest in and to the Service, including all intellectual property rights, remain exclusively with QCLOSE.

No rights are granted except as expressly stated.

12. WARRANTIES AND DISCLAIMERS

QCLOSE warrants that the Service will materially conform to its documentation.

Except as expressly stated:

- The Service is provided "as is"
- QCLOSE disclaims all implied warranties, including merchantability and fitness for a particular purpose

13. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- QCLOSE shall not be liable for indirect, incidental, or consequential damages
- QCLOSE's total liability shall not exceed the fees paid in the preceding 12 months

14. INDEMNIFICATION

Customer shall indemnify and hold harmless QCLOSE against claims arising from:

- Customer Data
- Misuse of the Service
- Violation of applicable laws

QCLOSE shall indemnify Customer against claims that the Service infringes third-party intellectual property rights.

15. TERM AND TERMINATION

- These Terms remain in effect for the subscription term
- Either party may terminate for material breach upon written notice
- Upon termination, access to the Service will cease

16. DATA RETURN AND DELETION

Upon termination:

- Customer may request export of Customer Data within [30] days
- QCLOSE will delete Customer Data thereafter, except as required by law

17. AUDIT RIGHTS

QCLOSE reserves the right to audit Customer's compliance with these Terms upon reasonable notice.

18. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by the laws of the Federal Republic of Nigeria.

Disputes shall be resolved through:

1. Good faith negotiations
2. Mediation
3. Arbitration in Nigeria - under applicable arbitration rules

19. FORCE MAJEURE

Neither party shall be liable for failure due to events beyond reasonable control, including natural disasters, war, or regulatory actions.

20. GENERAL PROVISIONS

- These Terms constitute the entire agreement
 - Amendments must be in writing
 - Assignment requires prior consent, except in corporate restructuring
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