



## TERMS OF USE

Please read these Terms of Use carefully before using the Interswitch JAMB PIN vending portal ("Portal"). Persons who are under 18 years of age should not access this Portal.

Your access to and use of the Portal by way of any device is conditioned on your acceptance of and compliance with the provisions of these Terms of Use.

By your accessing or using the Portal you agree to be bound by these Terms of Use as amended at any time and posted on the Portal. If you disagree with any part hereof, do not access the Portal.

In addition, your use of the Platform shall be subject to any applicable regulatory guidelines or rules. All such guidelines or rules are hereby incorporated by reference into the Terms of Use.

### 1. Obligations

You shall:

- i. Use the Portal as an authorised sales agent of Interswitch Limited for the sole purpose of selling Joint Admissions and Matriculations Board (JAMB) exam registration Electronic-PIN (Service).
- ii. Sell JAMB exam registration e-PINs via Interswitch's JAMB PIN vending portal only.
- iii. Furnish us with all necessary information required to set you up as a teller on the Portal.
- iv. Provide first level support to your customers.
- v. Provide the necessary KYC (Know your customer) & due diligence documentation as requested by us.
- vi. Not charge fees outside of the specified tariffs communicated by us.
- vii. Not act in a manner that puts us in disrepute.
- viii. Perform your obligations with utmost care, skill and in good faith.
- ix. Not directly or indirectly be involved or knowingly or recklessly or negligently permit any other person to be involved in any fraud and shall notify us immediately you become aware of any fraud.
- x. Comply with the provisions of this Terms of use as may be updated from time to time.
- xi. Comply with all applicable laws in the provision of the Service.
- xii. Not offer any type of guarantee in favour of customers.
- xiii. Not decline any transactions based on race, age, religion, gender and/or politics.



**2. Tenure**

- a. This Terms of Use shall take effect from the date of your acceptance and shall be in force until terminated in accordance with paragraphs “b”, “c” or “d” below.
- b. You shall be entitled to terminate your appointment by giving us 30days prior written notice.
- c. We shall be entitled to terminate your appointment and access to the Portal at any time and for any reason, by giving notice to you.
- d. If this Terms of Use is not terminated pursuant to paragraph “a” or “b” above, it shall automatically terminate on the cut-off date set by JAMB for the year.

**3. Fee**

- a. In consideration of your providing the Service, you shall be entitled to purchase the PINS at a discounted sum and resell at a marked-up price as detailed below:

Service	Purchase Sum	Resale Price
JAMB e-PIN vending	N3,880	N4,000

- b. Access shall be given to purchased PINS via the Portal only upon receipt of payment by Interswitch for same.
- c. Access will be provided to you to view electronic reports of PINS sold by you via the Portal.
- d. You will make payments for Pins either with a debit card via the Quickteller website or by cash on Paydirect at specific bank branches.
- e. You shall not resell the PINS at a price higher than contained in “a” above.

**4. Reporting**

We reserve the right to report any infractions by you to the examining body or any other applicable authority and submit any documents of yours to such authority as proof of the infraction.



## **5. Indemnity**

You shall hold harmless and indemnify us against any loss, claims, demands, damages, losses and liabilities suffered or incurred by us occasioned by your act and/omission or that of your customers.

## **6. Relationship Definition**

- a. Under no circumstance shall you be deemed an employee of ours. For the avoidance of doubt there is no employer and employee relationship between you and us.
- b. Neither shall you hold yourself out to be an agent of ours.
- c. In addition, under no circumstances shall the use of our Portal imply that we endorse, sponsor, certify or otherwise guarantee your credibility.

## **7. Exclusivity and Confidentiality**

You shall not disclose any information you may become privy to by virtue of this appointment, including the terms hereof.

## **8. Waiver**

No rights under this Terms of use shall be capable of being waived or varied otherwise than by an express waiver or variation in writing and signed by us; and in particular any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any of such right shall not preclude us or further exercise of that or any other such right; and no act or course of conduct or negotiation by us shall preclude us from exercising any such right or constitute a suspension or variation of such right.

## **9. FAILED TRANSACTIONS AND REVERSALS**

In the event of a failed transaction (i.e. a customer has made payment, but does not receive PIN), please send your confirmation code or profile code to <https://help.interswitchgroup.com/> for resolution.

## **10. SECURITY AND UNAUTHORIZED USE**

- 10.1. You are responsible for all transactions conducted using your account via the Portal. It is your responsibility to keep your account details secure.
- 10.2. All passwords must be kept secret. You are liable for all activities undertaken using your username, associated password and/or Portal account. You are responsible for maintaining the confidentiality of all account information and keeping same from unauthorized use.
- 10.3. We accept no liability for any unauthorized use of your account or any effects of same.



## **11. SUSPENSION OF ACCESS TO PLATFORM**

11.1. We hereby reserve the right to suspend or restrict your access to the Portal without any notice or liability in the following circumstances:

- a. If we suspect the Portal is being used for fraudulent or other illegal activities.
- b. If we are of the opinion that you have breached a provision contained in this Terms of use.
- c. If we are of the opinion that continued access to the Portal will be detrimental to our business.
- d. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete.
- e. If you sell PINS above the rated stipulated in clause 3 of this Terms of Use.

## **12. UNACCEPTABLE USE**

12.1. You shall not and shall not permit any person using your account to:

- a. use this Portal in a way that causes or could cause damage or restrict the availability or accessibility of the Portal;
- b. store, copy, transmit, publish or distribute any computer virus, spyware, Trojan horse, worm, keystroke logger or other malicious software via the Portal; and/or
- c. conduct any fraudulent or illegal activities via the Portal.

## **13. Whole Agreement**

This Terms of use contains the whole agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreement between them in relation to its subject matter and the parties confirm that they have not entered this relationship upon the basis of any representation that are not expressly incorporated herein.

## **14. Governing Law**

This Terms of use shall be governed by the Laws of the Federal Republic of Nigeria.

## **MISCELLANEOUS PROVISIONS**

15. We reserve the right to terminate, change, suspend or discontinue any aspect of the Portal at any time and without notice.



16. We reserve the right to amend these Terms of Use at any time and at our sole discretion. We shall give you notice of such amendment by publication of the amended version via the Portal. Your continued access to and use of the Portal and provision of the Service is your acceptance of and compliance with the updated Terms of Use. If you disagree with any part of hereof, do not access the Portal.
17. You are responsible for your connection to the mobile phone networks, the Internet and all costs associated with these connections.
18. All copyright, trademarks and other intellectual property rights used as part of our services or contained on the Portal belong to us or its licensors. Nothing set forth in this Terms of Use shall constitute a transfer, license or assignment by us to you of any Intellectual Property Rights owned by us or displayed on the Portal.
19. If any provision of this Terms of Use is declared unlawful and/or unenforceable by operation of law, any court or authority, such provision be severed from this Terms of Use and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement.