

EasyDial One Dial Number Terms & Conditions

The Parties

- 1.1 One Dial/EasyDial/The Company means and refers to Cedarview Communications Limited, a company incorporated in Nigeria with registration number 929737. The CUSTOMER means the individual, firm, company or other body whose order for the Services is accepted by the Company.

Interpretations

- 2.1 The following words and expressions shall have the meaning given to them
 - a. SERVICES means the goods or services which the Company is to supply in accordance with these Conditions
 - b. CONDITIONS means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Customer and the Company
 - c. CONTRACT means the contract for the purchase and sale of the Services WRITING includes telex, cable, facsimile transmission and comparable means of communication.

Preliminary Terms

- 3.1 The Customer hereby agrees to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the <https://www.easydial.ng> website. Furthermore, the Customer hereby waives any rights or requirements under any laws or regulations requiring an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

Duration

- 4.1 This Agreement will continue so long as the Services are installed, accessed, prepaid, otherwise used, or offered by Easydial. Each Order Form may specify the duration of its "Initial Term." Services shall begin as set forth in the Order Form or if not addressed therein, the earlier of: (a) thirty (30) days from provisioning of Customer's system access or (b) go live of the applicable Services. For the avoidance of doubt, Customer agrees to pre-pay for all usage of the Services prior to the start of the Services.

Renewal

- 5.1 Each Order Form shall automatically renew for successive twelve (12) month periods (each a "Renewal Term") following the expiration of the Initial Term. Collectively, the Initial Term and any Renewal Term(s) shall be referred to herein as the "Term." Either party may terminate an Order Form in writing ninety (90) days prior to the renewal of the Order Form, and such termination will be effective at the expiration of the applicable Term.

Basis of Contract

- 6.1 This Agreement relates to communications services ("Services") offered by Easydial for use by the Customer, and defines the terms and conditions under which these services are provided by Easydial and accepted and used by the Customer. These services are offered under the EASYDIAL trading name.
- 6.2 Easydial reserves the right to refuse an application:
 - a. If the information provided is incomplete.
 - b. If Easydial has reason to doubt the accuracy of the information, or it is not supported by the required identification or, in the case of company applications, the required authorization.

- c. If the Customer is known to have committed fraud, or is bankrupt, or has given any reason to doubt his or her ability to meet their commitments under this Agreement.
- 6.3 Any error, omission or typographical error in any quotation, offer, sales information, invoice, or document supplied by Easydial shall be subject to correction on notice from Easydial and without liability.
- 6.4 Easydial may vary any provision in this Agreement, without prior consent from the Customer, if such change is required because of regulatory, insurance, safety or statutory changes made after the date of this Agreement.

Supply of Services

- 7.1. Easydial shall supply the Services to the Customer in accordance with the details set out in the Order in all material respects. Easydial shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Easydial shall notify the Customer in any such event.
- 7.2. Easydial warrants to the Customer that the Services will be provided using reasonable care and skill.

Provision of Services

- 8.1 Easydial gives no warranty that its network or services shall be continuous, or will be free from faults. Easydial will, however, take steps to ensure its network and services are reasonably fault free, and that service is reasonably uninterrupted.
- 8.2 In addition to clause 8.1, Easydial gives no warranty or guarantee that the service is satisfactory or suitable for the Customer's purposes. All warranties relating to the service from Easydial are excluded, even if implied by statute.
- 8.3 The parties acknowledge that no representations, warranties or statements made prior to concluding this Agreement forms any part of the contract, nor has induced either party.
- 8.4 The Customer acknowledges that:
 - I. No representation, warranty or statement other than that detailed in this Agreement, forms any part of a Contract, nor has induced the Customer to use Easydial.
 - II. The service provided by Easydial was not designed for the Customer's individual requirements, and it is up to the Customer to decide if the service provided by Easydial is of satisfactory quality and fit for the purpose for which it is used
 - III. Easydial is reliant on a third party for delivery of inbound calls, and therefore Easydial can have no liability of whatever nature for any delay in provision of the same or for concerning the use of the service by the Customer, moreover Easydial makes no warranty that its network or services shall be continuous, or will be free from faults.
 - IV. Services are supplied subject to all of the limitations of the Telecommunications Network as are generally accepted by the industry.
 - V. Easydial is unable to guarantee that all overseas systems will be able to access the Services provided by Easydial.

EasyDial's Obligations

- 9.1. Easydial endeavours to provide the Customer with network service and service numbers, but notwithstanding this, Easydial is not obliged to supply service numbers requested by the Customer. Any service number provided by Easydial to the Customer will always remain the property of Easydial. Easydial may also change numbers supplied to the Customer if this is required for regulatory, statutory or legal reasons, and in such instance shall notify the Customer as soon as is reasonably practical.
- 9.2. Easydial will make all reasonable efforts to maintain equipment suitable for handling and terminating calls.
- 9.3. Easydial shall provide the Customer with reasonable technical and sales support, which Easydial in its sole discretion shall consider necessary and appropriate.

- 9.4. Easydial may from time to time make changes to equipment used to handle calls and provide the service. Such changes are at the sole discretion of Easydial, and may be made without prior consent from the Customer.

Customer's Obligations

- 10.1 The Customer shall pre-pay their account to ensure that their account is at all times in credit. Should the Customer's account reach zero credit the service as prescribed shall automatically be suspended until a new payment is received and confirmed.
- 10.2 The Customer shall ensure that they have all necessary approvals, permissions or authorisations for the services operated through Easydial including those offered to its End Users. The Customer shall be responsible for the content, quality and delivery of services offered, and for ensuring that these services comply with the laws and this Agreement. Easydial may recover from the Customer, who will hold Easydial harmless, all fines, claims or administrative expenses resulting charged by any other regulatory body, resulting from a breach of the law or best practice.
- 10.3 The Customer shall provide Easydial on request with information or material regarding the service operated through Easydial, including those offered to its End Users, or agents upon and to the extent of any request made by Easydial.
- 10.4 The Customer shall ensure that services provided are not used for any unlawful purpose whatsoever including the transmission or offering of any information or services which are unlawful, abusive, fraudulent, harmful, threatening, defamatory, or which in any way infringe copyright, intellectual property rights, trademarks, or which is pornographic, or any other material that may cause offence in any way.
- 10.5 The Customer specifically agrees to indemnify Easydial against all costs and liabilities arising out of all claims which result from, or involve an allegation of, any breach of clause 10.4.
- 10.6 The Customer shall co-operate with Easydial in relation to any complaints, enquiries or investigations regarding services offered by the Customer. The Customer shall, at the discretion of Easydial, without limitation bear in full any costs associated with such complaints, investigations, or enquiries or any action whether or not bought by or against Easydial.
- 10.7 The Customer shall ensure that any third party using its facilities shall be bound by the terms of this Agreement.
- 10.8 The Customer is responsible for ensuring that no third party intellectual property right is infringed by its choice of telephone number for a particular service and will hold Easydial harmless against all costs and liabilities arising out of a breach or allegation of a breach of any such third party intellectual property rights.
- 10.9 All notices, requests or other communications shall be in writing and addressed to the Customer by email. The Customer bears all responsibility concerning the reception of the Easydial mails, he agrees to keep his email address updated at all time, the Customer will inform Easydial of any modification of his email address within 24 hours of the moment of modification.

Payments

- 11.1 With respect to the services provided by Easydial, the Customer agrees to pay in advance for all Services other than usage based Support Services which will be invoiced as incurred. Except as expressly provided herein, all prepaid amounts are non-refundable.

Limitation of Liability

- 12.1 Nothing in these Conditions shall limit or exclude Easydial's liability for:
1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 2. fraud or fraudulent misrepresentation
- 12.2 Subject to Clause 12.1:

1. Easydial shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract including any losses that may result from a deliberate breach of the Contract by Easydial, its employees, agents or subcontractors; and
 2. Easydial total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by Easydial, its employees, agents or subcontractors shall not exceed the amount paid to Easydial by the Customer in question in the 12 months immediately preceding the date at which the liability arose.
- 12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 Clause 12.1, 12.2, 12.3 and 12.4 of this Agreement shall survive termination of the Contract.

Intellectual Property

- 13.1. All Intellectual Property Rights arising out of or in connection with the Services are the exclusive property of Easydial.
- 13.2. The Customer hereby grants a non-exclusive, irrevocable, royalty-free, worldwide licence to Easydial for the entirety of the period for which the Customer holds an Account with Easydial and for 6 months thereafter to use any trading name used by the Customer, whether or not the name is a registered trade mark, and any Logo for the purpose of identifying the Customer on the Easydial website as using the Services.

Indemnity

- 14.1 Without prejudice to any other indemnity referred to in this or any other Agreement, the Customer agrees to indemnify Easydial, its officers and employees against any claim or demand, including any made by a third party, arising out of the Customer's or End User's use of the service and all costs relating thereto. The Customer agrees not to hold Easydial and its officers and employees responsible for any direct or indirect damage resulting from the use of Easydial software or services, in particular, but not limited to; the use or impossibility to use the Service, confidence in information obtained, errors and omissions, defects, viruses, delay in transmission, interruption of service or loss of data.
- 14.2 The Customer agrees to indemnify Easydial, and its parent, subsidiaries, affiliates, officers and employees against any claim or demand, arising from any act of the Customer or third party including but not limited to;
- a. A breach or allegation of breach of the conditions of this Agreement;
 - b. Negligence, misconduct or any allegation of negligence or misconduct by the Customer or by any third party;
 - c. The marketing or promotion undertaken by or on behalf of the Customer;
 - d. The service content provided or marketed by or on behalf of the Customer, and all costs relating thereto

Confidentiality

- 15.1 The parties shall preserve, safeguard and keep in confidence all of the Confidential/Proprietary Information of the other party that is disclosed pursuant to this Agreement. Except as otherwise provided herein, each Party may use Confidential/Proprietary Information received from the other Party solely for the purposes hereunder and in the event that this Agreement is terminated howsoever, each party, at the request of the other, shall return or destroy Confidential/Proprietary Information received from the other party and any copies thereof including but not limited to documents or materials created by the receiving party which comprise, contain or otherwise disclose Confidential/Proprietary Information of the disclosing party

Suspension or Disconnection of Services

- 16.1 Easydial may suspend or disconnect all or part of any Services provided to a Customer at any time, without notice, for so long as reasonably required in the event that:
1. The Customer's Account is in arrears in relation to any payments due to Easydial; or
 2. If any of the Customer's contact information is incomplete or invalid, or Easydial is not satisfied that sufficient information has been provided, in particular if the Customer's email address or Call Forwarding destination is invalid; or
 3. The Customer is in material breach of these Conditions or any other agreement between the Customer and Easydial; or
 4. The Customer acts in such a way or permits anything to be done which, in the reasonable opinion of Easydial, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network; or
 5. Easydial is, or reasonably considers that it is, required to do so directly or indirectly by law, the Telecommunication Network Operators or NCC; or
 6. Such suspension or disconnection is required for modification or maintenance of any equipment, software or other resource used by Easydial to provide the Services or in case of emergency; or
 7. Easydial has reason to believe the Services are being ordered or are being used in an unlawful, fraudulent or improper manner; or
 8. Whenever Easydial, in its reasonable opinion, deems it is required to do so.
- 16.2 The Customer shall remain liable for all charges during any period that their Number or Service is suspended or disconnected where such suspension or disconnection is attributable to the actions or omissions of the Customer.

Termination

- 18.1 Easydial may terminate the Contract with immediate effect by giving notice to the Customer if:
1. the Customer's Account remains suspended, for whatever reason, for a period of 28 days or more; or the Customer is in material breach of the terms of these Conditions and, if capable of remedy, does not remedy this breach within 7 days of the email notification provided by Easydial to the email address in the Required Information specifying the breach and the action required to remedy it; or
 2. any licence, permission, agreement or authorisation granted to the Operator or to Easydial necessary for the provision of the Services is suspended, revoked or terminated; or a Number or Service is being used to commit or encourage a criminal offence; or the Customer or End User sends, receives, posts or publishes, whether using Easydial Services or otherwise, any material which is or may be construed as being obscene, pornographic, threatening, malicious, harmful, abusive, offensive, defamatory, indecent, fraudulent, menacing or in breach of confidence, copyright, privacy or any other Intellectual Property Rights; or
 3. NCC or any other such body with the power from time to time to do so, revokes Easydial's right to use any or all of the Numbers that have been allocated to the Customer.
- 18.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving 30 days' prior written notice to the other party.
- 18.3 If a Number or Service remains unused for a period of 90 days or more Easydial reserves the right to recover the Number.
- 18.4 A Customer may terminate the Contract at any time by email notification to accounts@easydial.ng. The relevant Account shall be closed, and the Contract terminated once any outstanding Charges have been paid and once Easydial have notified the Customer that the Account has been deleted and any Numbers Recovered.

GENERAL

Force majeure:

- 19.1. For the purposes of these Conditions, **Force Majeure Event** means an event beyond the reasonable control of Easodial including but not limited to strikes, lock-outs, or other industrial disputes (whether involving the workforce of Easydial or any other party), failure of a utility service or transport network, act of God, war, epidemics, pandemics, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 19.2. Easydial shall not be liable to the Customer as a result of any delay or failure to perform its obligations under these Conditions as a result of a Force Majeure Event.
- 19.3. If the Force Majeure Event prevents Easydial from providing any of the Services for more than 7 days, Easydial shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

Assignment and subcontracting:

- 20.1 Easydial may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 20.2 The Customer shall not, without the prior written consent of Easydial, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

Severance:

- 21.1. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 21.2. No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 21.3. Easydial shall send all invoices and serve any notices on the Customer pursuant to these Conditions by email to the email address supplied by the Customer or any other address provided by the Customer to Easydial for this purpose from time to time. The Customer shall serve any notice pursuant to these Conditions by email to Easydial at accounts@easydial.ng
- 21.4. Easydial may require a variation to these Conditions if so required by legislation, the Operator, NCC or any similar authority.
- 21.5. Any dispute arising out of the Contract shall be dealt with in accordance with the Code of Practice as approved by the NCC. In the event that the procedure contained within the Code of Practice is unsuccessful or unsatisfactory, the dispute shall be referred to a single expert to be appointed by agreement between the parties. The experts' fees will be shared equally by the parties.
- 21.6. If a Customer is in breach of these Conditions and Easydial terminates the Contract as a result, Easydial may contact any End Users associated with the Customer's Account and will offer to provide the End User with the Services they had previously been receiving directly without any liability to the Customer whatsoever.
- 21.7. Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 21.8. Easydial reserves the right to modify this Agreement at any time by providing such revised Agreement to the Customer or by publishing the revised Agreement on the website. If the Customer does not wish to accept these revised Agreement, he is

entitled to terminate his account, in writing or by e-mail to accounts@easydial.ng, with effect from the date on which the revised Agreement would become effective. The continued use of the service by the Customer shall constitute his acceptance to be bound by the terms and conditions of the revised Agreement.

- 21.9. Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter (other than as covered by Condition 15.11.1) or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with, Nigerian law and the parties irrevocably submit to the exclusive jurisdiction of Nigeria courts.