

## RUNBETA TERMS OF USE FOR COMPANY PANEL

### 1. ABOUT US

- 1.1. RunBeta Biz Ltd, a company registered in the Federal Republic of Nigeria with its registered office located at Von Garden Estate, Lugbe, AMAC, FCT, Abuja, Nigeria (“RunBeta”, “we,” “us,” or “our”) operates and manages the **Company Panel**, an administrative portal provided by RunBeta for companies to create a business account, onboard employees, manage provider profiles, and oversee company-related activity on the Runbeta platform (“Platform”).
- 1.2. These RunBeta Terms of Use (“Terms”) constitute a legally binding agreement between you and RunBeta Biz Ltd and governs your access to and use of the Company Panel.
- 1.3. By accessing or using any part of the Platform, you agree to be bound by these Terms, and any other policies or terms expressly incorporated by reference (together, the “Agreement”). If you do not agree to the Agreement, you must not access or use the Platform.

### 2. DEFINITION

For the purposes of these Terms:

- (a) “**Company Panel**” means the administrative portal provided by RunBeta for companies to create a business account, onboard employees, manage provider profiles, and oversee company-related activity on the platform.
- (b) “**Company Account**” means the business profile created through the Company Panel and owned by the Company.
- (c) “**Employee Providers**” or “**Company Providers**” mean individuals employed, contracted, or otherwise associated with the Company, who are granted credentials to access the Provider Application on behalf of the Company.
- (d) “**Provider Application**” refers to the separate mobile or web application through which service providers (including Company Providers) manage their offerings, schedule, communication, and service delivery.
- (e) “**Authorized Representative**” means the individual registering the Company on the Company Panel who has the authority to bind the Company to these Terms.

### 3. ELIGIBILITY

- 3.1. Only a legitimate business entity duly formed and operating in accordance with applicable laws can access and use the Company Panel.
- 3.2. You must authorise an individual (the Authorised Representative) to create Company Account and bind the Company to these Terms.
- 3.3. You are solely responsible for ensuring that Employee Providers authorized to use the Provider Application meet all legal, licensing, and compliance requirements for the services they offer.

- 3.4. To comply with legal requirements, RunBeta may conduct identity verification and Know-Your-Customer checks. Providers must undergo business verification and comply with all regulatory requirements for providing their services. This may include collection and verification of your company registration documents, and any other information or documents we reasonably require. We may use third-party verification and fraud-prevention services for this purpose.

#### **4. ACCOUNT CREATION**

- 4.1. To access and use the Company, you must create an account (“Company Account”) and provide accurate, current and complete information as may be required by us from time to time, which may include the name of the business, the full name and contact details of the Authorised Representative, email address, telephone number, government-issued identification numbers (including, where applicable, National Identification Number), corporate documents, and any other information reasonably required for onboarding. You must ensure that all information submitted remains accurate and up to date and shall promptly update such information where any change occurs. Failure to provide accurate or updated information may result in the inability to access or use the Platform, or in the suspension or termination of the Account.
- 4.2. Upon successful registration of a Company Account, you may create profiles on the Platform for your employees, or other authorised personnel (each, an “Employee Provider”) for the purpose of enabling such persons to access and use the Provider Application in connection with the services offered by you on the Provider Application.
- 4.3. Upon onboarding, each Employee Provider will be issued unique login credentials to access the Provider Application. You acknowledge and agree that:
  - (a) each set of credentials is issued for individual use only;
  - (b) credentials must not be shared, or transferred to any other person; and
  - (c) you must promptly notify us of any unauthorised use of any Employee Provider’s credentials or any actual or suspected security breach relating to the Platform or the Company Account.
- 4.4. You and your Employee Providers are solely responsible for maintaining the confidentiality and security of your account credentials (username and password) and for all activities conducted through your accounts. RunBeta does not control and cannot be held responsible for any unauthorised use of your accounts. You must notify RunBeta immediately if you suspect any unauthorised access, compromise or misuse of your accounts or any other security breach.

#### **5. RESPONSIBILITY FOR EMPLOYEE PROVIDERS**

- 5.1. You acknowledge and agree that you are solely and fully responsible for your Employee Providers, including without limitation for their acts, omissions, conduct, performance, and compliance with these Terms, the Platform rules and guidelines, and all applicable laws and regulations.

- 5.2. You further acknowledge and agree that you are solely responsible for establishing, managing, and maintaining all employment, engagement, or contractual relationships with your Employee Providers, and that nothing in these Terms shall be construed as creating any employment, agency, or similar relationship between RunBeta and any of your Employee Providers.
- 5.3. RunBeta shall have no responsibility or liability whatsoever in respect of any employment, labour, contractual, or other relationship between you and your Employee Providers.
- 5.4. You acknowledge and agree that all employees or personnel onboarded by you through the Company Panel shall access and use the Provider Application strictly as your representatives and in their capacity as Company Providers, and not as independent providers or in their personal capacity.
- 5.5. You acknowledge and agree that, through the Company Panel, you shall have the ability to create, administer, supervise, and control the profiles, availability, schedules, job assignments, service categories, pricing (where applicable), and communications of your Employee Providers on the Platform. You shall be solely responsible for all configurations, instructions, content, and decisions made in respect of your Employee Providers through the Platform, and for all consequences arising therefrom.

## **6. THE PLATFORM**

- 6.1. The Platform is a technology solution provided by RunBeta for the purpose of enabling Service Providers to create and manage business accounts, onboard and administer their personnel, manage operational information, and organise, offer and coordinate services to their customers through the Provider Application.
- 6.2. RunBeta does not itself provide any services to customers of Companies and does not supervise, direct, control, or monitor the manner in which any Company or its Employee Providers perform services. RunBeta makes no representations or warranties regarding the quality, safety, legality, suitability, or fitness for purpose of any services provided by any Company or its Employee Providers.
- 6.3. Each Company acknowledges and agrees that it is solely responsible for the services it offers and provides to its customers and for all acts and omissions of its Employee Providers.

## **7. LICENCE**

- 7.1. Subject to your compliance with this Agreement, RunBeta grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform in Nigeria for its intended purpose.
- 7.2. You must not:

- a. copy, download, reproduce, distribute, modify, reconfigure, reverse engineer, decompile, scrape, extract data from, or create derivative works from any part of the Platform;
- b. use automated systems (bots, crawlers, spiders, scrapers) to access or interact with the Platform;
- c. use the Platform for any unlawful purpose or in a manner inconsistent with this Agreement.

**7.3.** Any rights not expressly granted under this Agreement are reserved by RunBeta.

## **8. USE OF THE PLATFORM**

**8.1.** You agree to use the Platform solely for lawful business purposes and strictly in accordance with these Terms, the Privacy Policy, and all applicable laws and regulations in force in the Federal Republic of Nigeria. You may only use the Platform to create and manage your Company Account, onboard and administer your Employee Providers, manage profiles, schedules, jobs, and service offerings, and to carry out such other operational and administrative activities as are expressly supported by the Platform from time to time.

**8.2.** You must not use the Platform in any manner that:

- a. violates any law, regulation, or third-party right;
- b. damages, disables, disrupts, interferes with, overloads or impairs the Platform's operation, security, performance or integrity; or
- c. negatively affects the experience or rights of any other users.

**8.3.** Without limitation, you must not:

- a. use the Platform for any fraudulent, illegal, harmful, misleading or deceptive purpose;
- b. provide false, inaccurate, outdated or incomplete information at any time;
- c. harass, threaten, harm, or abuse any other user or RunBeta;
- d. arrange, or engage in acts that are unsafe, unlawful, inappropriate, prohibited, or outside the scope of the Platform;
- e. attempt to circumvent, avoid or bypass RunBeta's fees, policies, identity verification or security processes;
- f. engage in off-platform payments or communication intended to bypass the Platform;
- g. circumvent or manipulate Platform fees;
- h. use bots, scrapers, spiders, crawlers, scripts or any automated technology to access the Platform;
- i. copy, modify, reverse engineer, decompile, disassemble, extract data from, interfere with, or tamper with any part of the Platform's software, systems or infrastructure;

- j. upload, transmit or distribute viruses, malware, worms, harmful code, corrupted data or any other technologies that may harm the Platform or its Users;
  - k. access or attempt to access any Account or RunBeta system without proper authorisation;  
or
  - l. use the Platform for any purpose not expressly permitted under these Terms.
- 8.4.** Any attempt to use the Platform contrary to these prohibitions may result in immediate suspension or termination of your Account and referral to the appropriate law enforcement authorities.
- 8.5.** Your use of the Platform is governed by these Terms, our Privacy Policy and any other policies, notices, guidelines or supplemental terms issued by RunBeta and updated from time to time (“**Platform Policies**”). You are responsible for reviewing and complying with the most recent versions of all Platform Policies.
- 8.6.** By accessing or using the Platform, you expressly acknowledge and agree that:
- a. your continued use constitutes acceptance of all Platform Policies;
  - b. you will not access or use the Platform if you do not agree to be bound by the applicable Policies;
  - c. any misuse of the Platform, including but not limited to unauthorised access, interference with service functionality, exploitation of system vulnerabilities, manipulation of review systems, or circumvention of operational processes, is strictly prohibited.
- 8.7.** Violation of any Platform Policy constitutes a material breach of these Terms and may result in suspension, restriction or permanent deactivation of your Account, without prejudice to any other rights or remedies available to RunBeta.

## **9. PAYMENT**

- 9.1.** You acknowledge and agree that RunBeta may charge, and you agree to pay, such service fees, processing fees, subscription fees, commissions, or other charges in respect of your use of the Platform or transactions conducted through the Platform, as may be prescribed or notified from time to time in accordance with these Terms and/or any applicable platform policies.
- 9.2.** You acknowledge and agree that, subject to the configuration of your Company Account and any applicable agreements between you and your Employee Providers, payments in respect of services rendered through the Platform may be routed either to you or, where enabled, directly to your Employee Providers. You remain solely responsible for determining and configuring the applicable payment flows and for all consequences arising from such configuration.
- 9.3.** You acknowledge and agree that you are solely responsible for determining, declaring, withholding (where applicable), and remitting all taxes, levies, duties, and statutory charges arising from or in connection with your use of the Platform and the services performed by your

Employee Providers, including without limitation income taxes, payroll taxes, value added tax, withholding tax, and any other applicable governmental charges.

- 9.4.** RunBeta shall have no responsibility or liability whatsoever in respect of your tax obligations or those of your Employee Providers.

## **10. USER GENERATED CONTENT**

- 10.1.** “User Generated Content” or “User Content” refers to any information, data, text, documents, images, logos, materials, or other content that you or your Employee Providers upload, submit, transmit, store, or otherwise make available on or through the Platform, including without limitation company information, Employee Provider profiles, service descriptions, operational data, communications, and any other materials used in connection with your use of the Platform.
- 10.2.** You retain ownership of your User Content. However, by submitting or making available any Content on or through the Platform, you grant the Platform operator a non-exclusive, worldwide, royalty-free, fully paid-up licence to host, store, reproduce, process, display, transmit, and otherwise use such Content solely to the extent necessary for the operation, maintenance, improvement, and support of the Platform and the provision of services to you.
- 10.3.** You acknowledge and agree that you are solely responsible for your Content and for all consequences arising from its submission, use, or publication on the Platform, including without limitation for ensuring that such content is accurate, lawful, and does not infringe the rights of any third party or violate any applicable law or regulation (including data protection laws and third party intellectual property rights).
- 10.4.** RunBeta does not review, verify, or endorse any Company Content and shall have no responsibility or liability in respect thereof.
- 10.5.** You represent and warrant that your Content will not:
- a. infringe any copyright, trademark, patent, trade secret or other intellectual property rights of any person;
  - b. violate any Nigerian law, regulation or code, including data protection, cybercrime, consumer protection or advertising rules;
  - c. be false, inaccurate or misleading, particularly in relation to identity, credentials or service descriptions and capabilities;
  - d. be defamatory, harassing, abusive, discriminatory, threatening or harmful;
  - e. contain pornography, sexually explicit content or content harmful to minors;
  - f. include viruses, malware, scripts or harmful code;
  - g. impersonate another person, business or entity;

- h. imply endorsement or affiliation with RunBeta;
  - i. create liability or reputational harm for RunBeta.
- 10.6. RunBeta reserves the right to remove, restrict or disable access to any Content that violates this Agreement or is otherwise unlawful, harmful or inappropriate.
- 10.7. If you believe that any Content infringes your rights or violates any law, you may notify RunBeta by sending a mail to [support@runbeta.io](mailto:support@runbeta.io)

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Platform, Provider Application, and all content, features, technology and materials made available or displayed on it (excluding User Generated Content and third-party content), are owned by RunBeta. This includes, without limitation:
  - a. all software, code, databases and application architecture;
  - b. text, graphics, interfaces, editorial content, photographs, videos, audio, illustrations, icons and design elements;
  - c. layouts, “look and feel”, formatting, arrangements, compilations and coordination of materials;
  - d. the Platform’s tools, algorithms, data structures and interactive features;
  - e. and all intellectual property rights associated with the foregoing (collectively, “**RunBeta Proprietary Material**”).
- 11.2. RunBeta Proprietary Material is protected under intellectual property laws, as well as international conventions. Except as expressly permitted under these Terms, you may not: (a) copy, reproduce, distribute, adapt, publish, modify, translate or create derivative works from any RunBeta Proprietary Material; (b) reverse engineer, decompile, disassemble or attempt to derive the source code; (c) scrape, extract or harvest data from the Platform; (d) use RunBeta Proprietary Material for competitive or commercial purposes; or (e) otherwise use RunBeta Proprietary Material in any manner not authorised by RunBeta.
- 11.3. “RunBeta”, the RunBeta logo, and all related names, branding elements, product names, designs and slogans are trademarks owned exclusively by RunBeta (“**RunBeta Marks**”). You may not use any RunBeta Marks: (a) without RunBeta’s prior written consent; (b) in any manner that could cause confusion; (c) to imply endorsement, affiliation or sponsorship; or (d) in connection with any product or service not offered by RunBeta.
- 11.4. Any other trademarks, trade names, logos or service marks appearing on the Platform belong to their respective owners. Their use on the Platform does not grant you any rights in or to them.

**11.5.** RunBeta respects the intellectual property rights of rightsholders. If you believe that any content appearing on the Platform infringes your intellectual property rights, you may submit a notice to: [support@runbeta.io](mailto:support@runbeta.io)

**11.6.** Your notice must include:

- a. A description of the right you believe has been infringed;
- b. The specific URL(s) or location on the Platform where the allegedly infringing material appears;
- c. Proof that you are the owner of the relevant rights or are authorised to act on behalf of the owner;
- d. Your contact details.

**11.7.** RunBeta will review and respond to your notice in accordance with applicable laws.

## **12. THIRD PARTIES SERVICES**

**12.1.** The Platform may, from time to time, include or make available integrations with, or access to, third-party websites, software, applications, tools, or services, including without limitation payment processors, identity verification services, communication or messaging services, analytics tools, cloud infrastructure, or other external services (“Third-Party Services”).

**12.2.** Third-Party Services are operated and controlled by independent third parties, not by RunBeta. RunBeta does not endorse, supervise, verify, or assume responsibility for any Third-Party Service, nor for any content, information, products or services made available through such third parties.

**12.3.** Your use of any Third-Party Service is entirely at your own discretion and risk, and is governed by the terms, conditions and privacy policies imposed by the relevant third party. You are solely responsible for reviewing and complying with those terms.

**12.4.** RunBeta expressly disclaims all liability arising from or connected with:

- a. your access to or use of any Third-Party Service;
- b. any act, omission, error, failure, content or policy of any third-party provider;
- c. any loss, damage, claim or dispute resulting from your reliance on, or transaction with, a Third-Party Service.

**12.5.** RunBeta is not, and will not become, a party to any contractual or commercial arrangement between you and any third-party provider, whether the arrangement originated on the Platform or otherwise.

## **13. REPRESENTATIONS**

- 13.1.** You represent and warrant that, in accessing and using the Platform, you are operating as a duly constituted and independent business entity (whether as a sole proprietorship, partnership, limited liability company, or other legally recognised business form), carrying on business in your own name and on your own account, and that you are not, and do not hold yourself out as, an employee, agent, or representative of RunBeta. You further acknowledge and agree that your use of the Platform does not create any partnership, agency, employment, or joint venture relationship between you and RunBeta.
- 13.2.** You represent and warrant that you hold, and shall at all times maintain at your own cost and expense, all licences, permits, approvals, certifications, registrations, and other authorisations required under applicable laws and regulations to lawfully carry on your business and to provide the services you offer through the Platform. You further warrant that you maintain, in full force and effect, all insurance policies required by law or reasonably necessary for the proper conduct of your business and the safe and compliant provision of your services.
- 13.3.** You represent, warrant, and undertake that you shall conduct your business and perform all services in a professional, diligent, and workmanlike manner, using appropriately qualified and competent personnel, and that you shall only offer and perform services for which you and your Employee Providers possess the requisite skills, experience, qualifications, tools, equipment, and resources. You further undertake to perform all services safely and in accordance with applicable laws, industry standards, and any arrangements agreed with your customers.
- 13.4.** You agree to promptly notify RunBeta if, during your use of the Platform, you become subject to any criminal conviction that may reasonably affect your ability to safely, lawfully, or responsibly provide Services through the Platform.
- 13.5.** You undertake to promptly notify RunBeta in writing if, during the term of your use of the Platform, you or any of your directors, officers, or key personnel (including, where relevant, any Employee Provider) becomes the subject of any criminal investigation, charge, or conviction which may reasonably be expected to affect your ability to lawfully, safely, or responsibly operate your business or provide services through the Platform.

#### **14. DISCLAIMER OF WARRANTIES**

- 14.1.** YOUR ACCESS TO AND USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE FEDERAL REPUBLIC OF NIGERIA, THE PLATFORM, THE PROVIDER APPLICATION, AND ALL CONTENT, FEATURES, FUNCTIONALITY, INTEGRATIONS, AND UNDERLYING TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RUNBETA MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS RELATING TO MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, AVAILABILITY, TIMELINESS, OR NON-INFRINGEMENT.

- 14.2.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT RUNBETA DOES NOT EMPLOY, ENGAGE, MANAGE, SUPERVISE, OR CONTROL ANY EMPLOYEE PROVIDER. ACCORDINGLY, RUNBETA SHALL NOT BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, FOR ANY ACT, OMISSION, NEGLIGENCE, MISCONDUCT, DEFAULT, OR FAILURE OF PERFORMANCE BY ANY EMPLOYEE PROVIDER, OR FOR ANY LOSS, DAMAGE, INJURY, OR HARM SUFFERED BY ANY PERSON ARISING OUT OF OR IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY EMPLOYEE PROVIDER.
- 14.3.** YOU ACKNOWLEDGE THAT RUNBETA IS A TECHNOLOGY INFRASTRUCTURE PROVIDER WHOSE ROLE IS LIMITED TO MAKING THE PLATFORM AVAILABLE TO COMPANIES. RUNBETA DOES NOT PERFORM SERVICES, DOES NOT SUPERVISE OR CONTROL HOW COMPANIES OR THEIR EMPLOYEE PROVIDERS PROVIDE SERVICES, AND IS NOT A PARTY TO ANY TRANSACTION OR CONTRACTUAL RELATIONSHIP BETWEEN A COMPANY AND ITS CUSTOMERS. RUNBETA DOES NOT GUARANTEE, ENDORSE OR ASSUME RESPONSIBILITY FOR THE IDENTITY, QUALIFICATIONS, CAPABILITY, CONDUCT, BEHAVIOUR OR PERFORMANCE OF ANY COMPANY OR ANY EMPLOYEE PROVIDER, OR FOR THE OUTCOME, QUALITY, SAFETY OR LEGALITY OF ANY SERVICES.
- 14.4.** RUNBETA DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE WITHOUT INTERRUPTION OR ERROR, OR THAT IT WILL ALWAYS BE SECURE OR FREE FROM MALWARE, VIRUSES OR OTHER HARMFUL COMPONENTS. RUNBETA DOES NOT GUARANTEE THAT THE INFORMATION OR CONTENT AVAILABLE THROUGH THE PLATFORM, INCLUDING PROFILES, REVIEWS, WILL BE ACCURATE, RELIABLE, COMPLETE OR CURRENT. RUNBETA DOES NOT GUARANTEE THAT USE OF THE PLATFORM WILL MEET YOUR EXPECTATIONS OR PRODUCE ANY SPECIFIC RESULTS.
- 14.5.** NOTHING IN THESE TERMS EXCLUDES OR LIMITS ANY LIABILITY THAT CANNOT LEGALLY BE EXCLUDED UNDER NIGERIAN LAW, INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE. HOWEVER, EXCEPT FOR SUCH NON-EXCLUDABLE LIABILITIES, ALL WARRANTIES AND CONDITIONS OF ANY KIND ARE EXPRESSLY DISCLAIMED, AND NO ADVICE, STATEMENT OR ASSURANCE PROVIDED BY RUNBETA SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET OUT IN THESE TERMS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM IS TO DISCONTINUE ITS USE.

## **15. LIMITATION OF LIABILITY**

- 15.1.** To the fullest extent permitted by Nigerian law, in no event shall RunBeta, its directors, officers, employees, agents, or affiliates be liable to you or to any third party for any indirect, incidental, special, consequential, exemplary, or punitive damages whatsoever, whether arising in contract, tort, negligence, statute, equity, or otherwise. This includes, without limitation, any loss of profits, loss of revenue, loss of business, loss of data, loss of goodwill, business interruption, system failure, cost of substitute services, or any other indirect or consequential loss arising out of or in connection with:
- (a) your access to or use of, or inability to use, the Platform;

(b) any reliance on the Platform or on any information made available through it; or  
(c) any services provided by you or your Employee Providers to your customers..

- 15.2.** Without prejudice to the generality of the foregoing, RunBeta shall not, under any circumstances, be liable for any loss, damage, injury, or harm arising out of or in connection with the acts, omissions, negligence, misconduct, or performance of you or any of your Employee Providers, including any services offered or performed by them.
- 15.3.** Nothing in these Terms shall exclude or limit any liability that cannot legally be excluded or limited under Nigerian law, including liability for death or personal injury caused by negligence, or liability arising from fraud or fraudulent misrepresentation. Subject to those non-excludable obligations, and notwithstanding any other provision of these Terms, RunBeta's total aggregate liability to you, whether in contract, tort, statutory duty or otherwise, shall in no event exceed the greater of (a) the total amount paid by you to RunBeta in the three months preceding the event giving rise to the claim, or (b) **₦50,000 (Fifty Thousand Naira)**.

## **16. INDEMNIFICATION**

- 16.1.** You agree to indemnify, defend and hold harmless RunBeta, together with its officers, employees, agents, affiliates, from and against all losses, liabilities, damages, claims, demands, actions and expenses arising out of or connected with your access to or use of the Platform, your inability to use the Platform, your breach of these Terms, or any violation of applicable law or of the rights of any third party. This indemnity also extends to any losses arising from any content or materials submitted through your account, including where such content is alleged to infringe intellectual property or other proprietary rights, as well as any acts or omissions of any person you permit or authorise to act or communicate on your behalf, including Employee Providers.
- 16.2.** As a Provider, you agree to indemnify, defend, and hold harmless RunBeta from and against all losses, damages, liabilities, claims, demands, costs, and expenses arising out of or connected with your provision of services, including any act, omission, performance or failure to perform; your breach of these Terms or any applicable law; your Content; misrepresentations by you or your Employee Providers, fraud or other unlawful activity committed by you or your Employee Providers; the acts or omissions of your Employee Providers; and any amounts owed to RunBeta, including unpaid commission and applicable interest.
- 16.3.** You acknowledge that you remain solely responsible for your own conduct, representations and content on the Platform, and that RunBeta shall not be liable for claims arising from such conduct, representations or content. These indemnities apply to the fullest extent permitted by Nigerian law.

## **17. DEACTIVATION AND SUSPENSION OF ACCOUNT**

- 17.1.** RunBeta may suspend, restrict, or deactivate your account where it reasonably believes that a breach of these Terms, the Privacy Policy, or any other applicable policy has occurred, or where

such action is necessary to protect Users, Service Providers, the integrity of the Platform, or RunBeta's legitimate business interests. Grounds for suspension or deactivation may include, without limitation, the provision of false or misleading information, suspected fraud, abusive or inappropriate behaviour, illegal activity, misconduct by Employee Provider, interference with Platform operations, attempts to circumvent Platform processes, making off-platform payments, failure to honour service commitments, or any unlawful, harmful or prohibited conduct.

- 17.2.** Where appropriate and required by applicable law, RunBeta will provide notice of any suspension or deactivation and may request additional information from you as part of its review. During this period, your access to the Platform may be limited or disabled entirely. RunBeta may, at its discretion, reinstate your account following investigation; however, it is under no obligation to do so.
- 17.3.** If your account is suspended or deactivated, you must not create, register or operate another account, whether under your own name, a business name, or through any third party acting on your behalf. Any such attempt may result in permanent termination of access to the Platform.

## **18. TERMINATION**

- 18.1.** These Terms will continue to apply until terminated by you or by RunBeta. You may terminate your relationship with RunBeta at any time by closing your account or by notifying us at [support@runbeta.io](mailto:support@runbeta.io), after which we will process your request and deactivate your account. Once termination takes effect, all rights granted to you under this Agreement will immediately cease, and your access to the Platform and your account will be permanently disabled.
- 18.2.** RunBeta may, at its sole discretion, terminate these Terms and permanently close your account if you are found to have violated these Terms, the Privacy Policy, or any other policy; engaged in fraudulent, abusive, harmful or unlawful activity; attempted to circumvent Platform rules or controls; or where termination is required by law. RunBeta may also terminate your account if it has remained inactive for an extended period of time or where continued access is deemed contrary to Platform integrity or security.
- 18.3.** Termination does not relieve you of any obligations incurred prior to the date of termination. Any pending transactions, payments, disputes or responsibilities that arose before termination must still be fulfilled. RunBeta may retain certain information following termination as required by law or for legitimate business purposes, including to comply with record-keeping, fraud-prevention and regulatory obligations, in accordance with the RunBeta Privacy Policy.
- 18.4.** All outstanding commissions, interest, or deductions owed to RunBeta remain payable after termination.
- 18.5.** Even after your account is suspended, deactivated or terminated, the provisions of these Terms that by their nature should survive will continue to apply, including those relating to intellectual

property, indemnity, limitation of liability, dispute resolution and any outstanding payment obligations.

## **19. MODIFICATIONS**

- 19.1.** RunBeta may, from time to time and for legitimate business, legal or operational reasons, revise, update or modify these Terms or any other policy or supplemental terms that govern your use of the Platform. Where such changes are made, RunBeta will publish the updated version on the Platform with a new effective date, and, where required by law, may also notify you by email or through other reasonable means.
- 19.2.** Your continued use of the Platform after the updated terms become effective will constitute your acceptance of the revised Terms. If any change is material and you do not agree to the revised terms, you must discontinue your use of the Platform and close your account. The previous version of the Terms will continue to apply only to services already commenced before the effective date of the new Terms; however, you will not be able to continue using the Platform or initiate new bookings unless you accept the updated version.
- 19.3.** RunBeta also reserves the right to modify, improve, update, suspend or discontinue any part of the Platform at any time, whether temporarily or permanently, and may impose limits or restrictions on certain features or functionality. While RunBeta will endeavour to provide advance notice where reasonably possible, the Platform may change without prior notification. To the extent permitted by law, RunBeta shall not be liable to you for any modifications, enhancements, suspensions or discontinuations of the Platform or any aspect of its services.
- 19.4.** We encourage all Users to review the Terms periodically so that they remain informed of their rights and responsibilities when using the Platform.

## **20. RELATIONSHIP OF THE PARTIES**

- 20.1.** You acknowledge and agree that you are an independent business and not an employee, agent, partner, joint venturer or representative of RunBeta. You are solely responsible for your taxes, insurance, staffing, business registrations, licences, permits, and regulatory compliance.
- 20.2.** Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, employment, franchise or fiduciary relationship between you and RunBeta. Neither you nor your Employee Providers have any authority to act for, bind, or make representations on behalf of RunBeta in any manner whatsoever.

## **21. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and RunBeta regarding your use of the Platform. It supersedes all prior or contemporaneous understandings, communications or agreements, whether written or oral. Each part of these Terms is intended to be interpreted so as to be valid, enforceable and consistent with applicable law.

## **22. SEVERABILITY**

If any provision of these Terms is found by a court or competent authority to be invalid, illegal or unenforceable, that provision shall be enforced to the maximum extent permitted by law. If it cannot be enforced, it shall be deemed severed from the Agreement, and the remainder of the Agreement shall continue in full force and effect without being impaired or invalidated.

## **23. NO WAIVER**

No failure, delay or omission by RunBeta in exercising any right or remedy under this Agreement shall be deemed a waiver of that right or remedy. Any waiver will be effective only if issued in writing and signed by RunBeta. A single or partial exercise of any right does not prevent any further exercise of that right or of any other right.

## **24. ASSIGNMENT**

You shall not assign, transfer or delegate any of your rights or obligations under these Terms without RunBeta's prior written consent. RunBeta may assign or transfer its rights and obligations at any time. Upon such assignment, RunBeta will be released from further obligations arising after the effective date of the assignment, and the assignee will assume RunBeta's obligations under this Agreement. The Terms will continue to be binding upon, and will inure to the benefit of, RunBeta, its successors and permitted assignees.

## **25. THIRD-PARTY RIGHTS**

Unless expressly stated otherwise in these Terms or required by applicable law, these Terms are intended solely for the benefit of you and RunBeta. It does not create any rights for, or allow enforcement by, any third party.

## **26. GOVERNING LAW**

This Agreement, and any dispute or claim arising out of or relating to it, shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

## **27. DISPUTE RESOLUTION**

- 27.1.** RunBeta is committed to resolving disputes in a fair, transparent and efficient manner. If at any time you have a concern or disagreement relating to your use of the Platform, your interactions with another User or Service Provider, or your relationship with RunBeta, you agree to follow the dispute resolution process set out in this Clause.
- 27.2.** In the first instance, you must contact RunBeta at [support@runbeta.io](mailto:support@runbeta.io), providing all relevant information relating to the issue. RunBeta will review the matter and may request further details in order to attempt an informal resolution. Most concerns are resolved at this stage, and Users are encouraged to co-operate fully with this initial process.
- 27.3.** If an issue cannot be resolved informally, RunBeta may, where appropriate, suggest mediation between the parties. Mediation is voluntary and is intended to facilitate a mutually acceptable

resolution with the assistance of a neutral mediator. RunBeta may decline mediation in circumstances where it considers the process inappropriate or unlikely to yield a meaningful outcome.

- 27.4.** If informal resolution and mediation do not result in a settlement, any dispute, controversy or claim arising out of or relating to these Terms, the Platform, your interactions with any User or Service Provider, or any services arranged through RunBeta shall be referred to and finally resolved by binding arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules applicable under the Arbitration and Mediation Act, 2023.
- 27.5.** The arbitration shall take place in Lagos, Nigeria, and the seat of the arbitration shall be Lagos. The proceedings shall be conducted in English. The tribunal shall consist of a single arbitrator, who shall be appointed in accordance with the Arbitration and Mediation Act, 2023.
- 27.6.** The arbitral award shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.
- 27.7.** Any claim or cause of action you may have arising out of or in connection with these Terms, the Platform or any Services arranged through RunBeta must be commenced within one (1) year from the date on which the cause of action first arose, failing which it shall be permanently barred.