

RUNBETA TERMS OF USE FOR SERVICE PROVIDERS

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”) provides Services, as defined in Terms below, by means of (among other things) websites, mobile applications, or other products provided through the RunBeta platform, (“Platform”).
- 1.2.** These RunBeta Terms of Use for Service Providers (“Terms”) constitute a legally binding agreement between you (“you”, “Service Provider” or “Provider”) and RunBeta Biz Ltd governing your access to and use of the RunBeta Platform for the purpose of offering and performing services for User.
- 1.3.** By accessing or using any part of the Platform, you agree to be bound by these Terms, together with our Privacy Policy 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. AGE RESTRICTION

- 2.1.** The Services and use of the Platform are available to Users, whether natural persons or representatives of legal entities, with legal capacity to contract and to acquire rights and incur obligations. The Platform and/or the Services is not be used by persons who do not have that capacity or Users who have been suspended and/or disqualified from using the Platform.
- 2.2.** By registering as a Provider, you warrant that you are at least 18 years old and have the legal capacity to operate an independent business.

3. THE PLATFORM

- 3.1.** RunBeta provides an intermediary Platform that is an online, web- and app-based marketplace that enables connections between Users and independent Service Providers. “User(s)” are individuals and/or businesses seeking to obtain services (“Service(s)”), and “Service Provider(s)” are individuals, freelancers, corporate entities offering to perform those Services for Users.
- 3.2.** Service Providers operate as independent business owners, providing Services under their own personal name, trade name or registered business name (and **not** under RunBeta’s name), using their own tools, equipment, staff and resources. Service Providers determine the terms on which they provide Services, including availability and acceptance of engagements, subject to any rules or processes set out on the Platform. Users are therefore clients of Service Providers, not of RunBeta.
- 3.3.** Where you engage staff, assistants or subcontractors to provide service to the Users, you remain solely responsible for their acts, omissions, and compliance with these Terms.

- 3.4.** Each User remains solely responsible for selecting their preferred Service Provider and for undertaking any checks they consider necessary to assess the Service Provider's qualifications, suitability and ability to perform the requested Service. Users should conduct their own due diligence and make informed decisions prior to booking any Service.

4. OUR ROLE

- 4.1.** The Platform is a technology-based marketplace that facilitates the connection between Users seeking services and independent Service Providers offering to perform such services. RunBeta is **not** a service provider, employment agency, labour service, or recruitment business, and does **not** act as an employer, partner, representative, agent, joint venturer, or franchise provider of any User or Service Provider. No User or Service Provider is authorised to represent, bind, or act on behalf of RunBeta in any capacity.

- 4.2.** You acknowledge and agree that:

- a. RunBeta does not provide or perform any Services, does not employ or contract individuals to perform Services, and does not supervise, direct, control, monitor, or manage the manner or method of work performed by Service Providers.
- b. RunBeta does not set work hours, work locations, tools, equipment, staffing, pricing, or terms of work for any Service Provider; nor does RunBeta provide materials, supplies, or compensation to Service Providers.
- c. RunBeta does not guarantee the quality, safety, suitability, competence, availability, or completion of any Service, nor does it guarantee the conduct, character, background, qualifications, skill levels or integrity of any Service Provider or their staff.
- d. RunBeta has no control over the timing, performance, or outcome of any Service, and is not responsible for any act, omission, misconduct, negligence, or breach by any Service Provider or User.

5. LICENCE

- 5.1.** Subject to your compliance with this Agreement, RunBeta grants you a limited, non-exclusive, non-transferable, revocable licence to:

- a. access and use the Platform in Nigeria for its intended purpose;
- b. download and use the RunBeta mobile application on your personal device; and
- c. access and view content and materials made available through the Platform solely for your personal use.

- 5.2.** 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.

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

6. REGISTRATION

6.1. To access and use the Platform, you must create a RunBeta account (“**Account**”) and provide accurate, current and complete information, including your full name, email address, contact details, National Identification Number, passport photograph, professional licences, certifications and any other information we may reasonably require. Further information required in the case of a corporate entity include incorporation documents, business address information. You must immediately update your Account information if it changes. Failure to provide accurate or updated information may result in your inability to use the Platform or in suspension or termination of your Account.

6.2. RunBeta will refuse registration or restrict access to the Platform if we determine that doing so is necessary to protect the safety, integrity, legality or proper functioning of the Platform, other Users, Service Providers, or RunBeta’s business.

6.3. To comply with legal and risk-management requirements, RunBeta may conduct identity verification and Know-Your-Customer checks. Providers must undergo KYC/business verification and comply with all licensing, regulatory, tax, and insurance obligations required to legally provide their services. This may include collection and verification of your National Identification Number, and any other information or documents we reasonably require. We may use third-party verification and fraud-prevention services for this purpose.

6.4. You are solely responsible for maintaining the confidentiality and security of your Account credentials (username and password) and for all activities conducted through your Account. RunBeta does not control and cannot be held responsible for any unauthorised use of your Account. You must notify RunBeta immediately if you suspect any unauthorised access, compromise or misuse of your Account or any other security breach.

7. USE OF THE PLATFORM

7.1. You agree to use the Platform solely for lawful purposes and strictly in accordance with these Terms, our Privacy Policy, and all applicable Nigerian laws and regulations. You may only use the Platform to browse, request, schedule, or manage Services, and to communicate or transact with Service Providers through the channels provided.

7.2. 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 User or Service Provider.

7.3. 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 Service Provider, User or RunBeta;
- d. request, negotiate, or engage in Services 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. use bots, scrapers, spiders, crawlers, scripts or any automated technology to access the Platform;
- h. copy, modify, reverse engineer, decompile, disassemble, extract data from, interfere with, or tamper with any part of the Platform's software, systems or infrastructure;
- i. upload, transmit or distribute viruses, malware, worms, harmful code, corrupted data or any other technologies that may harm the Platform or its Users;
- j. interfere with the scheduling, execution or performance of Services booked on the Platform;
- 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.

7.4. 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.

7.5. 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.

7.6. 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; and
- d. these Terms govern all interactions facilitated through the Platform, including communications, appointment scheduling, engagement with Service Providers, and payment for Services.

7.7. 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.

8. PAYMENT

8.1. The User will receive an electronic invoice ("**Invoice**") reflecting the total amount payable which shall be clearly disclosed to the User upon selection of the applicable service. Such payment shall be collected and held in escrow by an authorized third-party payment processor and shall remain in escrow until the service has been fully performed and completion has been confirmed by both the User and the Service Provider in accordance with the Platform's procedures. The User may settle the Invoice using any of the payment options supported by RunBeta, including:

1. **Debit card,**
2. **Bank transfer** to the designated RunBeta account, or

8.2. For card or bank-transfer payments, RunBeta will receive the User's payment, deduct its commission of xxx%, and then remit the Provider's earnings on a T+2 settlement cycle.

8.3. You acknowledge that you will pay any applicable statutory charges such as VAT.

8.4. RunBeta may withhold or delay any payout due to a Provider where there is an active dispute or investigation concerning the Service, where RunBeta reasonably suspects fraud, abuse or any violation of Platform policies, or where withholding is required by law or by any regulatory authority.

8.5. Cash payment are strictly prohibited under all circumstances. All payments for services facilitated through the Platform must be made exclusively through the authorized payment methods provided by the Platform.

8.6. All payments associated with Services must be made strictly through the methods approved by RunBeta. Off-platform payments or arrangements intended to manipulate transactions or undermine platform integrity constitute a breach of the Agreement.

9. CANCELLATION

- 9.1.** Users may cancel an advance booking at any time before the Service is performed. Please note that cancellation of bookings may attract the payment of cancellation fees by the Users.
- 9.2.** A User will not be charged any cancellation fee where:
- a. the cancellation is made within 15 minutes of booking;
 - b. the Service Provider does not show up within 30 minutes if it is scheduled and 1 hour if it is on-demand;
 - c. the Service Provider cancels the booking;
 - d. the Service cannot proceed due to a reason directly attributable to the Service Provider, including lateness, lack of required tools or materials, incorrect confirmation of the service address or inability to perform the agreed Service;
 - e. RunBeta determines that the cancellation is caused by factors outside the User's control (such as verified safety concerns, emergency circumstances, or Platform-related errors).
- 9.3.** A reasonable cancellation fee will apply where:
- a. the User cancels the booking within **3 hours** of the scheduled start time or such period specified at booking;
 - b. the User is unavailable, unresponsive, or not present at the location at the scheduled time ("No-Show");
 - c. the User refuses the Service Provider access at the scheduled time;
 - d. the User materially alters the scope of the Service immediately before commencement such that the Service cannot reasonably proceed.
- 9.4.** The cancellation fee shall consist of either a fixed amount or a percentage of the total service fee, as determined solely by RunBeta in its discretion. Such cancellation fee shall be allocated between the Service Provider and the Platform as a service charge in accordance with RunBeta's applicable policies.
- 9.5.** Where a cancellation fee is paid by a User under this Clause, RunBeta shall be entitled to its commission of **xxxxx** from that cancellation fee. The balance shall be remitted to the Service Provider as applicable.
- 9.6.** Where the Service Provider cancels a booking for reasons attributable to the Provider, the Service Provider shall pay a cancellation fee of **xxxxx** to RunBeta.

10. USER GENERATED CONTENT

- 10.1.** “User Generated Content” or “User Content” refers to any information, materials or content that you submit, upload, post, publish, transmit or otherwise make available through the Platform. This includes, without limitation: text, photographs, videos, audio recordings, graphics or logos; profile information, ratings, reviews or feedback; communications or messages sent through the Platform; service descriptions, pricing details or other materials relating to your use of the Platform.
- 10.2.** You retain ownership of your User Content. However, by submitting User Content to the Platform, you grant RunBeta a non-exclusive, worldwide, royalty-free, fully-paid, transferable and sublicensable licence to: host, store, reproduce, distribute, publish, display and transmit your User Content; adapt, modify or create derivative works for Platform functionality, marketing or promotional use; use your name, business name, likeness, trade name, logo, images and any other identifiers contained in your User Content; use your User Content across any media or technology now known or later developed. This licence is required for RunBeta to operate the Platform and make the Services available.
- 10.3.** You are solely responsible for:
- a. the accuracy of instructions, service descriptions, special requests or communications sent to Users;
 - b. any reviews, ratings or feedback posted on the Platform;
 - c. ensuring that uploaded content does not violate third-party rights, privacy or Nigerian law.
- 10.4.** RunBeta does not guarantee the accuracy, completeness, authenticity or legality of Service Provider Content and does not independently verify Service Provider qualifications except to the extent required for KYC onboarding.
- 10.5.** You represent and warrant that your User 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 User Content that violates this Agreement or is otherwise unlawful, harmful or inappropriate.
- 10.7.** If you believe that any User Content infringes your rights or violates any law, you may notify RunBeta by sending a mail to support@runbeta.io

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1.** The Platform, 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
- 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 AND LINKS

- 12.1.** The Platform may include links, integrations, or access to third-party websites, applications, tools or services (“Third-Party Services”). These may include, without limitation, mapping services, payment processors, identity verification tools, communication or messaging services, analytics platforms, or other external resources made available through or in connection with the Platform.
- 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.** As a Service Provider, you represent and warrant that, in accessing and using the Platform, you are operating as an independent business, whether as a sole proprietor, partnership, limited liability company, limited liability partnership, or other legally recognised business entity, and that you are customarily engaged in an independently established business of the same nature as the Services you offer through the Platform, maintaining your own clientele outside RunBeta.
- 13.2.** You further represent that you hold, and will continue to maintain at your own expense, all licences, permits, certifications, registrations, and other authorisations required under applicable laws to lawfully perform the Services you offer. You also warrant that you maintain all insurance required to operate your business and to perform Services safely and in compliance with applicable regulatory obligations.
- 13.3.** You commit to responding to User enquiries promptly, to providing Services in a timely, professional, and workmanlike manner, and to offering only Services for which you possess the necessary skill, competence, qualifications, experience, tools, personnel, and equipment. You undertake to perform all Services safely, diligently, and in accordance with the specific arrangements agreed with the User.
- 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.

14. DISCLAIMER OF WARRANTIES

- 14.1.** USE OF THE RUNBETA PLATFORM IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED UNDER NIGERIAN LAW, THE PLATFORM, ITS CONTENT, FEATURES, INTEGRATIONS AND UNDERLYING TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RUNBETA DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY CONCERNING MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, AVAILABILITY, TIMELINESS, COMPLIANCE WITH APPLICABLE LAW, OR NON-INFRINGEMENT. ALL SUCH WARRANTIES ARE EXCLUDED TO THE MAXIMUM EXTENT ALLOWED BY LAW.
- 14.2.** YOU ACKNOWLEDGE THAT RUNBETA IS A NEUTRAL INTERMEDIARY WHOSE ROLE IS LIMITED TO PROVIDING A TECHNOLOGY PLATFORM THROUGH WHICH CLIENTS AND INDEPENDENT SERVICE PROVIDERS MAY CONNECT AND ARRANGE SERVICES. RUNBETA DOES NOT PERFORM SERVICES, DOES NOT SUPERVISE OR MONITOR THE WORK OF SERVICE PROVIDERS, AND DOES NOT GUARANTEE, ENDORSE OR ASSUME RESPONSIBILITY FOR THE IDENTITY, QUALIFICATIONS, CAPABILITY, CONDUCT, BEHAVIOUR OR PERFORMANCE OF ANY PROVIDER OR USER. ANY AGREEMENT FOR SERVICES ARISES SOLELY BETWEEN THE CLIENT AND THE PROVIDER. RUNBETA IS NOT A PARTY TO, AND BEARS NO RESPONSIBILITY FOR, THE PERFORMANCE, QUALITY, SAFETY, LEGALITY OR OUTCOME OF ANY SERVICES RENDERED OR OFFERED THROUGH THE PLATFORM.

- 14.3.** 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.
- 14.4.** 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. ASSUMPTION OF RISK

YOU ACKNOWLEDGE THAT THE RUNBETA PLATFORM ENABLES INDEPENDENT SERVICE PROVIDERS AND USERS TO CONNECT AND INTERACT, AND THAT RUNBETA DOES NOT CONTROL OR SUPERVISE THE CONDUCT, COMPETENCE, QUALIFICATIONS, AVAILABILITY OR SUITABILITY OF ANY SERVICE PROVIDER. BY CHOOSING TO ENGAGE A SERVICE PROVIDER THROUGH THE PLATFORM, YOU ACCEPT THAT SUCH ENGAGEMENTS CARRY INHERENT AND FORESEEABLE RISKS, INCLUDING CANCELLATIONS, MISUNDERSTANDINGS, UNSATISFACTORY SERVICE PERFORMANCE, PROPERTY DAMAGE, PERSONAL INJURY, OR OTHER ADVERSE OUTCOMES. YOU AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR ANY RISKS ARISING FROM YOUR INTERACTIONS WITH USERS, WHETHER SUCH INTERACTIONS OCCUR THROUGH THE PLATFORM OR OFFLINE.

16. LIMITATION OF LIABILITY

- 16.1.** You acknowledge and agree that RunBeta is able to make the Platform available only on the basis that its liability to you is strictly limited in the manner set out in these Terms. Accordingly, to the fullest extent permitted by applicable Nigerian law, RunBeta, together with its officers, directors, employees, agents, affiliates, shall not be liable to you or to any third party for any form of indirect, incidental, special, consequential, exemplary or punitive damages, whether arising in contract, tort, negligence, equity or otherwise. This includes, without limitation, any loss of profits, loss of data, loss of business opportunity, loss of goodwill, service interruption, computer or system failure, cost of substitute services, personal injury, property damage, or any other losses arising from or connected with your access to or use of the Platform, your inability to use the Platform, your reliance on any Service Provider, or any interactions or dealings between Users and Service Providers, whether occurring on the Platform or offline. All such liability is expressly excluded.

- 16.2.** You further acknowledge that RunBeta does not control, direct or supervise the conduct, qualifications, actions or omissions of any Service Provider, and shall not, under any circumstances, be liable for any loss, damage, injury or harm arising out of services performed by a Service Provider, or from any representations, acts or omissions of any User or Service Provider. You use the Platform, engage with Service Providers, and rely on any information or content available through the Platform entirely at your own risk.
- 16.3.** 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 six months preceding the event giving rise to the claim, or (b) **₦50,000 (Fifty Thousand Naira)**.

17. INDEMNIFICATION

- 17.1.** 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 other User or 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 through your account.
- 17.2.** 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 User Content; the acts or omissions of your staff, assistants, or subcontractors; and any amounts owed to RunBeta, including unpaid commission and applicable interest.
- 17.3.** 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.

18. DEACTIVATION AND SUSPENSION OF ACCOUNT

- 18.1.** 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, 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.

- 18.2.** 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.
- 18.3.** 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.

19. TERMINATION

- 19.1.** 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, 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.
- 19.2.** 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.
- 19.3.** 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.
- 19.4.** All outstanding commissions, interest, or deductions owed to RunBeta remain payable after termination.
- 19.5.** 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.

20. MODIFICATIONS

- 20.1.** 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.
- 20.2.** 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.
- 20.3.** 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.
- 20.4.** We encourage all Users to review the Terms periodically so that they remain informed of their rights and responsibilities when using the Platform.

21. RELATIONSHIP OF THE PARTIES

- 21.1.** You acknowledge that you are an independent contractor and not an employee, partner, or agent of RunBeta. You are solely responsible for your taxes, insurance, staffing, business registrations, and regulatory compliance.
- 21.2.** Nothing in this Agreement shall be interpreted as creating any partnership, joint venture, agency, employment, franchise or fiduciary relationship between you and RunBeta. RunBeta does not supervise, direct or control Service Providers, and neither Users nor Service Providers have any authority to act on behalf of, bind, or make representations for RunBeta in any manner.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. DISPUTE RESOLUTION

- 28.1.** 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.
- 28.2.** In the first instance, you must contact RunBeta at 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.
- 28.3.** 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.

- 28.4.** 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.
- 28.5.** 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.
- 28.6.** The arbitral award shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.
- 28.7.** 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.