

## **CYST Company Limited Website Terms of Use/Service**

### **Acceptance of Terms of Service**

Welcome to the CYST Company Ltd (“CYST”) website. This website is owned and operated by CYST and is made available to you to facilitate your payment transactions for goods and services online using CYST’s MAZZUMA payment service in association with mobile money services subject to these terms of use/service (“TOS”). By accessing one or more areas of this website, you agree to be bound by these TOS. By using the MAZZUMA service to effect payments, you agree to be bound by the provisions of the TOS. You are advised to read these instructions carefully before proceeding. If you do not agree with any of these terms, please do not proceed to use the MAZZUMA payment service and we request that you promptly exit this website.

For the purposes of these TOS, a reference to “this website” means this CYST website located at ‘secure.teamcyst.com’.

### **Scope and use of MAZZUMA payment system**

The MAZZUMA payment service is to facilitate payment for goods and services online via the mobile money services. MAZZUMA transfers the money you pay for goods and/or services to the online goods or service provider (“Merchant”). MAZZUMA’s obligations to you ends when it transfers your money to the Merchant. MAZZUMA does not make a representation that the items that you pay for using the MAZZUMA payment service are available in stock or have the specifications indicated on them. Where you require a refund of payments made, you have to contact the Merchant directly. You will receive a notification from your mobile money service provider indicating that your payment transaction is successful. Receipt of such notification is an indication that your payment is successful and has been processed to your Merchant.

### **Access**

Subject to these TOS, you may access, download or print the TOS and the Privacy Policy for future reference.

### **Availability**

CYST shall endeavour within reasonable means to ensure that this website is continuously available. However, CYST does not guarantee that this website will be available at any given time or that use of this website will not be subject to interruption.

### **Conduct/ use of website**

You agree not to use this service in a manner that will restrict or inhibit other users from using this website by any means including without limitation by damaging or disabling any CYST server on which this website operates. You agree that you will not attempt to give any false, incomplete or inaccurate information for purposes of transacting a business using the MAZZUMA payment service. You agree not to use the MAZZUMA payment system for fraudulent or unlawful purposes.

You agree not to use any material from this website in a manner which is unlawful including, without limitation, engaging in “database scraping” or “screen scraping” to obtain proprietary information.

You agree to provide true, accurate and complete user information and you also agree to refrain from impersonation and the provision of false information for purpose of accessing this service.

### **Restricted access**

Access to certain areas of this website may be restricted. CYST has the sole right and reserves the right to restrict your access to certain areas of this website. You agree that you will not access or attempt to access restricted areas of this website reserved for administration purposes, as well as secured or non-public areas of this website. You understand that you may be subject to prosecution should you attempt to access prohibited areas of this website.

## **Linking to this Website**

You agree that you may not create a link to this website without the prior written consent of CYST.

## **Security of personal information**

If you provide any personal information on this website to enable you use or access the MAZZUMA service, CYST will take reasonable precautions to secure that information in its computer systems and its physical premises and will only use such personal information in accordance with the terms of CYST's Privacy Policy contained in this website. The CYST Privacy Policy governs CYST's use of information collected from you or provided by you on this website when you use the MAZZUMA payment service. You agree that any individual whose personal information you provide to us on this website shall be done with the consent of that individual and you hereby represent to CYST that you have obtained all necessary consents for providing such personal information in accordance with the CYST Privacy Policy.

## **Marketing**

You agree that CYST may send you non-transactional, special promotions and offers as well as commercial information relating to products and services available from online Merchants you have visited or who sell the products or offer the services that you patronize.

## **Opting out**

If you no longer wish to receive e-mail announcements, notifications, or special promotions from CYST, kindly send an email to the website administrator requesting for your contact information to be deleted from the mailing list. Where you require that your personal information be deleted from CYST's records, you may contact the website administrator. In both cases, the website administrator may be reached by e-mail at [mazzuma@teamcyst.com](mailto:mazzuma@teamcyst.com).

## **Click Through Websites**

CYST may post hypertext links on the website allowing you to "click through" to one or more other websites not owned or controlled by CYST (a "Click Through Site"). These Click Through Sites may link you to the platform of online Merchants. You understand and agree that: (i) CYST does not own or control these Click Through Sites; (ii) any hypertext links to Click Through Sites posted by CYST are offered for your convenience; and (iii) posting of a hypertext link does not constitute an endorsement by CYST of the form, substance, or content of the Click Through Site. CYST makes no representation of any kind concerning a Click Through Site or the accuracy or applicability of information presented to you on the Click Through Site. CYST makes no representation of the availability of products or services on any Click Through Site. CYST expressly disclaims any responsibility for the content of any Click Through Site, for any computer worms or viruses, Trojan horses, or other malware that you may acquire by visiting a Click Through Site, or any consequences to you of any kind resulting from visiting or using information acquired from a Click Through Site. You agree that you have the sole responsibility to evaluate the products and/or services offered you on a Click Through Site to ensure that it is suitable for your intended use.

## **Warranty**

This website is provided to you by CYST on an "as is" basis without any representations and warranties. CYST expressly disclaims any express or implied representation or warranty to you of any kind, including without limitation any warranty that this website will be continuously available to you at all times, implied warranty of merchantability or fitness for any particular purpose of goods purchased from any Online Merchant with respect to which the MAZZUMA payment system is connected. CYST makes no representation or warranty of any kind to you that information provided on this website is true, accurate and complete.

## **Change of notice**

CYST has the right to, and may modify, change, update or replace the TOS in whole or in part at any time. The current version of the TOS is always the version that is published on this website. You will be bound by the contents

of the TOS on the day that you access this website. You are encouraged to read carefully the TOS each time you visit this site.

### **Errors and omissions**

CYST shall use reasonable means to ensure that the information on this website is accurate, complete, and updated at all times. However, this website may contain typographical errors, errors of substance, or omission, whether or not material. CYST disclaims any responsibility for any damage or loss incurred by a user in reliance on information contained in this website which is related to the accuracy or completeness of any content on this website. If you discover that any materials hosted on this website are in error, please contact the website administrator at [mazzumasupport@teamcyst.com](mailto:mazzumasupport@teamcyst.com).

### **Limitation of liability**

TO THE EXTENT PERMITTED BY LAW, CYST DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF THIS WEBSITE OR USE OF A CLICK THROUGH WEBSITE. YOU USE THIS WEBSITE AT YOUR OWN RISK. CYST SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES YOU OR ANY THIRD PARTY INCURS RELATING DIRECTLY OR INDIRECTLY TO THE USE OF THIS WEBSITE. CYST SHALL NOT BE RESPONSIBLE FOR ANY ACTIONS THAT YOU MAY TAKE OR OMIT TO TAKE AS A RESULT OF ANY TRANSACTION YOU MAY MAKE ON THIS WEBSITE. CYST SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES ARISING OUT OF YOUR USE OF THIS WEBSITE, PAYMENT YOU MAKE THROUGH THE MAZZUMA PAYMENT SYSTEM, ANY ACTION THAT YOU TAKE OR OMIT TO TAKE WHEN YOU VISIT THIS WEBSITE OR ANY CLICK THROUGH WEBSITE, INCLUDING WITHOUT LIMITATION ANY LOSS OF MONEY, EVEN IF CYST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Intellectual Property Rights**

All materials contained in this website are protected by intellectual property (patents, copyright, trade mark etc.) laws of Ghana. All intellectual property rights whether registered or unregistered are held by CYST. None of the intellectual property published on this website may be reproduced, modified, published, posted, transmitted, have derivative works created from them, or be dealt with in any manner without prior written consent of CYST and/or the third party owner of the intellectual property rights. All rights not expressly granted in these TOS are reserved. Any unauthorized use of any material on this website may violate the intellectual property rights of the holder or owner and would make the infringer liable for a criminal or civil action.

### **Trade marks**

The "CYST" trade mark, the "MAZZUMA" trade mark and any other CYST logos used on this website are the trade marks of CYST Company Limited. All rights in the trade marks are hereby reserved by CYST. Other products, company names or logos that CYST hosts or advertises on this website are or may be the trade marks of their respective owners and the respective holders or owners of those trade marks shall have the rights to bring an action against any user of this website for infringement of the rights in the trade marks.

### **Governing law**

These TOS are governed by and are to be interpreted in accordance with the laws of the Republic of Ghana.

### **Dispute Resolution**

In the event of any dispute arising in relation to these TOS or any dispute arising in relation to this website or the services provided by this website, whether in contract, or otherwise, the courts in the Republic of Ghana shall have exclusive jurisdiction over such disputes.

### **General**

Where CYST fails to exercise any particular right or enforce any of the provisions of these TOS it shall not constitute a waiver of such right by CYST unless expressly acknowledged and agreed to by CYST in writing. Failure by CYST to exercise a right or enforce any provisions of these TOS shall not preclude or bar CYST from taking action in future when a breach of the same right occurs.

Any cost, including legal costs incurred by CYST arising out of your use or misuse of this website or a breach of these TOS, will be borne by you.

### **Severability**

The provisions of these TOS are severable. Where a court of competent jurisdiction makes a determination that any aspect or provisions of these TOS are illegal or unenforceable, such provision shall be deemed to have been deleted without affecting the remaining provisions of the TOS.

### **Contact Information**

You may contact CYST on any issues related to these TOS by sending an email to the CYST website administrator at [mazzumasupport@teamcyst.com](mailto:mazzumasupport@teamcyst.com).

YOU MAY NOT PROCEED TO EFFECT PAYMENT USING THE MAZZUMA PAYMENT SYSTEM IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THESE TERMS OF USE/SERVICE. WHERE YOU DISAGREE WITH ANY OF THE TERMS, WE RESPECTFULLY REQUEST THAT YOU NOT USE THIS SERVICE.