Customer agreement

The terms on which Aura Mobile Communications Ltd provides its data plan platform to businesses.

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1. Who this agreement is between

1.1 This agreement is between Aura Mobile Communications Ltd, a company registered in Nigeria ("Aura", "we", "us"), and the business named in the Order ("you").

1.2 You accept this agreement when you sign an Order, or when you tick to accept it while creating an account on the Platform. The person who accepts confirms they have authority to bind the business.

1.3 If an Order and this agreement disagree, the Order wins for that Order.

1.4 Words used in this agreement:

- **Platform**: Aura's online service for running data plans, including the dashboard, the API, file upload and the sandbox.
- **Order**: an accepted proposal, an order form, or a plan tier chosen on the Platform, setting out what you buy and its price.
- **Plan tier**: Growth, Scale or Enterprise, with the limits shown at poweredbyaura.com/pricing or in your Order.
- **Plan**: a data plan you design on the Platform and offer to your Customers.
- **Customer**: a person you offer a Plan to.
- **Action**: something a Customer does that you report to Aura, such as a repayment or a transaction, which starts or keeps a Plan.
- **Delivery**: data sent to a Customer's mobile number under a Plan.
- **Data balance**: money you prepay to Aura to pay for Deliveries.
- **Customer Data**: personal data about Customers that you send to Aura, or that Aura creates while running your Plans.

2. What Aura provides

2.1 While this agreement runs, Aura gives you access to the Platform for your Plan tier. You may use it only for your own business.

2.2 For each Plan, Aura:

- checks each Action you send against the rules of the Plan;
- makes Deliveries to the Customer's number on the mobile network that number uses, and follows each one to a confirmed result;
- tells your systems what happened at each step of the Plan;
- runs checks against bonus hunters (clause 7);
- holds back a comparison group of Customers, unless you switch it off, and reports your results against it;
- keeps a statement of every top-up, charge and refund on your Data balance.

2.3 Aura gives you a compliance pack with each Plan: a one-page summary to help your compliance team check advertising vetting, your regulator's rules on promotions, and Customer consent. It is guidance, not legal advice.

2.4 Aura provides the services listed in your Order, such as a guided launch or a quarterly review, as the Order describes them.

2.5 Support is by email on Growth, through a named Aura contact on Scale, and through a dedicated team on Enterprise.

2.6 If you ask Aura to text your Customers, the texts are sent under Aura's sender name, not yours.

2.7 Aura provides the Platform with reasonable skill and care. Aura does not promise that it will always be available, and will tell you about planned maintenance in advance where it can.

3. What you do

3.1 You design your Plans: the Actions, plan sizes, limits and budget. You are responsible for what you promise your Customers about a Plan, and for keeping your Data balance high enough to keep that promise.

3.2 You send only Actions that really happened, with the correct Customer ID and mobile number.

3.3 Before a Plan goes live, you make sure that:

- any advert for it has been vetted where the Advertising Regulatory Council of Nigeria (ARCON) requires it;
- it follows your own regulator's rules on promotions and incentives, such as those of the Central Bank of Nigeria;
- you have a lawful basis, including any consent needed, to share Customer Data with Aura and to message Customers about the Plan, as the Nigeria Data Protection Act 2023 requires.

3.4 You tell your Customers that the Plan comes from you, and you handle their questions and complaints about it. Aura helps with any question about a Delivery.

3.5 You keep your Platform logins and API keys secure, and you are responsible for what is done with them. Tell Aura at once if you think one has been misused.

3.6 You review the rewards the Platform flags for review (clause 7).

3.7 You must not use the Platform to break any law or regulation, to send messages people did not agree to receive, or to resell data or the Platform to anyone else. You must not try to get around its limits or checks, or copy or reverse engineer it.

4. Fees, data and payment

4.1 **Plan fees.** You pay the plan fee in your Order, or the one shown at poweredbyaura.com/pricing when you chose your Plan tier. It is billed quarterly in advance, or yearly in advance with two months free.

4.2 **Services.** One-off services, such as a guided launch or a written results analysis, are billed when ordered. Recurring services, such as a quarterly review, are billed with your plan fee.

4.3 Data balance. You prepay your Data balance by invoice, paid by bank transfer. The money is available once Aura confirms the transfer.

4.4 What a Delivery costs. Aura charges each Delivery to your Data balance when the network confirms it, at that network's own price for the same data, with nothing added. A Delivery the network does not confirm is not charged.

4.5 Low balance. Aura warns you before your Data balance runs low. If it cannot cover a Delivery, Aura holds the Delivery for up to 24 hours for you to top up. If the balance is still short, the Delivery is not made and is not charged.

4.6 Texts. If Aura texts your Customers for you, each text is charged to your Data balance at what it costs Aura.

4.7 VAT. All prices are before VAT. VAT at the rate in force is added to each invoice.

4.8 Paying invoices. Invoices for plan fees and services are due within 14 days of the invoice date.

4.9 Refunds. Plan fees and service fees are not refunded, except as clause 11 says. When this agreement ends, Aura refunds any unused Data balance on request, less bank charges, within 30 days.

4.10 Price changes. Aura may change its plan fees and service prices by giving you at least 60 days' written notice. A change applies from your first billing period after the notice ends. Network prices change when the networks change them (clause 8).

5. Limits, upgrades and downgrades

5.1 Each Plan tier has limits: the number of Customers holding a Plan each month, the number of Plans live at once, and the number of team members. They are shown at poweredbyaura.com/pricing or in your Order.

5.2 Aura warns you when you reach 80% of a limit.

5.3 Passing a limit never stops a Customer's Plan. Your Customers keep their data, and your account moves up to the next Plan tier from the start of the next quarter, at that tier's price.

5.4 You may upgrade at any time. An upgrade starts at once, and its price is pro-rated for the rest of the billing period.

5.5 You may downgrade at the end of a billing period. A downgrade takes effect from the next one.

6. Your Customers' personal data

6.1 Under the Nigeria Data Protection Act 2023, you are the data controller of Customer Data and Aura is your data processor. Aura uses Customer Data only to run your Plans, provide the Platform and report your results, and only on your instructions. This agreement and your settings on the Platform are your instructions.

6.2 Send only the Customer Data a Plan needs: a Customer ID, the mobile number, and the Actions with their dates. Do not send data such as a BVN, NIN or account balance.

6.3 Aura will:

- keep Customer Data confidential, and make sure everyone who handles it is bound to do the same;
- protect it with appropriate technical and organisational security measures;
- tell you without undue delay, and within 48 hours, after it becomes aware of a breach affecting Customer Data, and give you what you need to report it to the Nigeria Data Protection Commission;
- help you answer Customers who ask to see, correct or delete their data;
- move Customer Data out of Nigeria only where the Act allows it.

6.4 To make Deliveries, Aura shares Customers' mobile numbers with the mobile networks. Aura also uses service providers to send texts and host the Platform. Aura keeps a list of these providers, tells you before adding a new one, and you may object on reasonable grounds.

6.5 When this agreement ends, Aura deletes or returns Customer Data within 30 days, except records the law requires Aura to keep, such as the records behind your invoices.

6.6 Aura may use statistics drawn from the Platform to improve it, but only in a form that cannot identify you or any Customer.

7. Bonus hunters, misuse and suspension

7.1 Aura runs checks to stop people gaming your Plans: one reward per mobile number per rule, flags on unusual patterns, a review queue, and the caps you set.

7.2 Aura may hold a reward that looks fraudulent and flag it for your review. You decide whether to release it or refuse it. A held reward is not charged unless you release it.

7.3 Aura may suspend a Plan, or your access to the Platform, if:

- an invoice is still unpaid 14 days after Aura has reminded you;
- you break clause 3.7;
- a Plan is being misused in a way that puts Customers, the networks or Aura at risk;
- a regulator or a mobile network requires it.

7.4 Aura will tell you why before it suspends, unless the risk is too urgent, and will lift the suspension as soon as the reason is fixed.

8. The mobile networks

8.1 Deliveries are made over the mobile networks, which Aura does not control. Aura is not responsible for a network's delays, outages or changes to its services. A Delivery the network does not confirm is not charged (clause 4.4).

8.2 Each network sets its own prices. When a network changes a price, the cost of a Delivery on that network changes at the same time. The Platform always shows what a Delivery costs on each network.

8.3 If a network stops offering the data a Plan needs, Aura will tell you and suggest the closest alternative.

8.4 Once data reaches a Customer, its use is governed by the Customer's own terms with their network.

9. Confidentiality, ownership and publicity

9.1 Each side keeps the other's confidential information secret and uses it only for this agreement. That includes your Customer Data and results, the prices in your Order, and how the Platform works. It does not include information that is already public, that the other side already knew, or that the law or a regulator requires to be shared.

9.2 You own your brand, your Customer relationships and your Customer Data. You allow Aura to show your name and logo on the Platform and in messages to your Customers, only to run your Plans.

9.3 Aura owns the Platform, the design inside every Plan, its templates and its reports, and any improvements to them. Aura may use your suggestions to improve the Platform.

9.4 Aura will not name you as a customer, or publish your results, without your written permission.

10. Liability

10.1 Nothing in this agreement limits either side's liability for fraud, for death or personal injury caused by negligence, or for anything else the law does not allow to be limited.

10.2 Neither side is liable for loss of profit, revenue, business or goodwill, or for any indirect loss.

10.3 Otherwise, each side's total liability under this agreement in any 12 months is limited to the plan and service fees you paid Aura in the 12 months before the claim. This limit does not reduce what you owe Aura for fees and Deliveries.

10.4 You will cover Aura's reasonable costs of any claim by a Customer or a regulator that comes from what you promised Customers, your adverts, or a breach of clause 3.

10.5 Neither side is liable for a delay or failure caused by events outside its reasonable control, such as a network-wide outage, a power failure or government action. Payments that are due remain due.

11. Term and ending the agreement

11.1 This agreement starts when you accept it. It runs for the billing period you chose, a quarter or a year, and renews for the same period unless either side ends it.

11.2 Either side may end it at the end of a billing period by giving at least 30 days' written notice. You can also do this in your account settings on the Platform.

11.3 Either side may end it at once by written notice if the other side:

- seriously breaks it and does not put that right within 30 days of being asked to; or
- becomes insolvent, or goes into liquidation, receivership or administration.

11.4 If you end it under clause 11.3 because of Aura's breach, or Aura stops providing the Platform, Aura refunds the unused part of any plan fees you prepaid.

11.5 When this agreement ends:

- your access to the Platform stops, and no more Deliveries are made;
- you are responsible for telling your Customers before their Plans stop;
- Aura refunds any unused Data balance (clause 4.9) and handles Customer Data as clause 6.5 says;
- invoices already issued remain due;
- clauses 6, 9, 10 and 12 continue to apply.

12. Changes, disputes and general terms

12.1 Changes. Aura may update this agreement by emailing you at least 30 days before the change. If a change is materially worse for you, you may end the agreement before it takes effect, and Aura refunds the unused part of any plan fees you prepaid.

12.2 Law. This agreement is governed by the laws of the Federal Republic of Nigeria.

12.3 Disputes. The two sides will first try to settle a dispute by talking in good faith for 30 days. If that fails, either side may refer it to arbitration under the Arbitration and Mediation Act 2023, before one arbitrator, seated in Lagos, in English. Either side may still ask a court for urgent relief.

12.4 Notices. Notices are given by email. Aura's address for notices is sales@pressone.africa. Yours is the email address in your Order or your account.

12.5 General.

- This agreement and your Orders are the whole agreement between us about the Platform.
- You may not transfer this agreement without Aura's written consent. Aura may transfer it to a company that takes over its business, after telling you.
- If any part of this agreement cannot be enforced, the rest still applies.
- If either side does not enforce a right straight away, it keeps that right.
- Only you and Aura can enforce this agreement. Customers cannot.

Questions about this agreement: sales@pressone.africa. Read it online at poweredbyaura.com/customer-agreement.