



SUBSCRIPTION TERMS AND CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which we will provide to you the Oil change reminder & POS (Products) listed on our platform www.claytabgh.com (our site) via one of our subscription services (Services). Please read these terms and conditions carefully before subscribing to one of our Services. You should understand that by subscribing to one of our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference...

1. YOUR STATUS

By placing an order through our site, you warrant that:

- 1.1 you are legally capable of entering into binding contracts; and
- 1.2 you are at least 18 years old;
- 1.3 you are resident in the Republic of Ghana; and
- 1.4 you are accessing our site from the Republic of Ghana.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 After completing signup, you will receive an e-mail from us via Paystack acknowledging that we have received your first payment. Please note that this does not mean that your subscription has been accepted. Your subscription constitutes an offer to us to buy Products by subscribing to a Service.

2.2 The subscription plan to our Services consist of an initial charge and then followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has

an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Claytab may submit periodic charges (e.g., monthly) without further authorisation from you, until you provide prior notice that you have terminated this authorisation or wish to change your payment method. Such notice will not affect charges submitted before Claytab reasonably could act. To terminate your authorisation or change your payment method, log into your Claytab account and manage your subscription payment to us under the 'subscriptions' tab. Claytab cannot alter or cancel this for you.

2.3 By subscribing to our Services you are agreeing to pay one-time subscription fee for the chosen period. You can refuse to renew your subscription at any time. You will not be charged for any refusal to renew. You can re-subscribe at any time following your cancellation, but we reserve the right not to permit re-subscription where we have previously elected to terminate a subscription by you.

2.4 We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reasons for our decision.

3.1 Access to the closed WhatsApp group is limited to current subscribers only. Once you have cancelled your subscription you will be removed from the closed WhatsApp group and any affiliated groups, regardless of the date the cancellation of the subscription has been made.

3.2 Claytab reserve the right to monitor and remove any persons acting outside of the house rules within the closed WhatsApp group. This decision will be made at our absolute discretion and will not be entered into further discussion.

3.3 Claytab invites active members to join the WhatsApp group as soon as the subscription has been started, via email link. It is the customers' responsibility to request to join the group. Claytab will not be held responsible for any correspondence regarding this that is lost in transit. Membership of the closed WhatsApp group cannot be back dated.

3. CONSUMER RIGHTS

3.1 If you are contracting as a consumer, you may cancel a Contract at any time within fourteen days, beginning on the day after you received the Service. In this case, you will receive a full refund of the price paid for the Service in accordance with our refunds policy (set out in clause 10 below).

3.2 To cancel a Contract, you must logon to your Claytab account and select to cancel your Subscription with Claytab. Your account would be deactivated and access prevented on the Claytab platform.

4. AVAILABILITY AND DELIVERY

4.1 You will be able to access all services on the Claytab platform after successful subscription 24/7. There will be no interruption in the delivery of the service.

5. RISK AND TITLE

5.1 The use of the service will be at your own risk if there is any inappropriate use.

6. CHARGES AND PAYMENT

6.1 The price of the use of the service would be part of the subscription package.

6.2 Service charges may include VAT.

6.3 Service delivery charges are liable to change at any time.

6.4 Payment for all Services are processed via Paystack. We also accept all major debit and credit cards via Paystack.

7. OUR REFUNDS POLICY

7.1 If you decide to terminate your subscription:

7.1.1 Because you have cancelled the Contract between us within the fourteen-day cooling-off period (see clause 3.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the service charge in full, and any applicable charges.

7.1.2 For any other reason (for instance, because you have notified us in accordance with clause 21 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the System is defective), we will examine the system and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund.

7.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8. WARRANTY

We warrant to you that any service subscribed to from us through our site will, conform with its description and be of satisfactory quality. Customers will have a five-day free service on us.

9. OUR LIABILITY

9.1 Subject to clause 9.2, if we fail to comply with these terms and conditions we shall only be liable to you for the subscription charge of the system.

9.2 Nothing in this agreement excludes or limits our liability for:

9.2.1 Fraud or fraudulent misrepresentation;

9.2.2 Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

10. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. NOTICES

All notices given by you to us must be given to Claytab at sales@claytabgh.com. We may give notice to you at either the e-mail or SMS with your numbers provide to us when signing up to a Subscription, or in any of the ways specified in clause 10 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of sending SMS. In proving the service of any notice, it will be sufficient to prove, in the case of an SMS, that such SMS was properly addressed and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12. TRANSFER OF RIGHTS AND OBLIGATIONS

12.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 We are the owner or the licensee of all intellectual property rights in our site, whether registered or unregistered, and in the material published on it. These works are protected by copyright laws and all such rights are reserved.

13.2 You may print off one copy, and may download extracts, of any pages from our site for your personal reference. You must not use any part of our copyright materials for commercial purposes without first obtaining a license to do so from us and our licensors.

14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

14.2.1 Strikes, lock-outs or other industrial action;

14.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

14.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

14.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

14.2.5 Impossibility of the use of public or private telecommunications networks; and

14.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

15. WAIVER

15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

15.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 10 above.

16. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17. ENTIRE AGREEMENT

17.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

17.2 We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

17.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

17.4 Nothing in this clause limits or excludes any liability for fraud.

18. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

18.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

18.1 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within fourteen working days of receipt by you of the Products).

19. LAW AND JURISDICTION

Contracts for the purchase of Products or subscription to services through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Ghanaian law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of the Republic of Ghana.

20. DATA PROTECTION

By agreeing to this terms and conditions, you have granted Claytab full access to your personal data which may include; names, contacts, addresses, emails etc.