

Seamless Procure Terms and Conditions

Background

- a. SeamlessProcure ("the **Software**") is a product of SeamlessHR, a technology service company providing integrated solutions to both public and private sector organizations.
- b. The Software allows organizations to automate their procurement management processes and get data-driven insights into their procurement processes.
- c. These Seamless Procure Terms and Conditions ("T&C") govern the use of the Software. By using the Software, the Subscriber agrees to be bound by these T&Cs and other policies of SeamlessHR, including but not limited to SeamlessHR's Privacy Policy, Cookie Policy, and any other policy, as updated and posted on the Software from time to time.

Definitions

- 1.1. **"Affiliate"** means any legal entity that controls, is controlled by, or is commonly controlled with a Party. "Control" here means having more than 50% ownership or the right to direct the management of the entity.
- 1.2. **"Agreement"** means the SeamlessHR Service Agreement between SeamlessHR and the Subscriber (if any).
- 1.3. **"Ancillary Program"** means any software agent or tool owned or licensed by SeamlessHR that is made available to the Subscriber for download for purposes of facilitating the Subscriber's access to, operation of, and/or use of the Software.
- 1.4. **"Applicable Law"** means the laws, rules, and regulations applicable to SeamlessHR as indicated in clause 20 below.

- 1.5. **"Approved Sub-Contractors"** means any of SeamlessHR's partners, agents or service providers, including its Affiliates that may be engaged by SeamlessHR for the operations or performance of the Services.
- 1.6. **"Authorized Users"** means those persons or end users, authorized by the Subscriber or on the Subscriber's behalf to access the Software. An Authorized User must be an employee or management of the Subscriber.
- 1.7. **"Content"** means the Subscriber's Content or Vendor's Content (as the case may be).
- 1.8. **"Linked Sites"** includes all third-party sites that may be linked to the Software.
- 1.9. **"Parties"** refers to SeamlessHR and the Subscriber.
- 1.10. **"Reseller" or "Distributor"** means any entity duly licensed and authorized to resell SeamlessHR's Services.
- 1.11. **"SeamlessHR"** means the entity;
 - a. that invoices the Subscriber directly where Services are purchased by the Subscriber directly from SeamlessHR; or
 - b. that invoices the Reseller or Distributor reselling SeamlessHR's services to the Subscriber where the Services are purchased through a Reseller or Distributor. The SeamlessHR entity will be indicated in the invoice issued by SeamlessHR to the Subscriber, Reseller, or Distributor as the case may be.
- 1.12. **"SeamlessHR Ghana"** means The Seamless Ltd.

1.13. **"SeamlessHR Kenya"** means Seamless Human Resources Management Technology Ltd.

1.14. **"SeamlessHR Nigeria"** means SeamlessHR.Com Ltd.

1.15. **"SeamlessHR South Africa"** means The Seamless Company.

1.16. **"Select Vendors"** means any service provider, business, or seller duly onboarded to the Software to provide goods or services as may be required by Subscribers from time to time.

1.17. **"Service Period"** means the duration of the Subscriber's active and paid access to the Software.

1.18. **"Software"** means SeamlessHR's Seamless Procure product.

1.19. **"Subscriptions"** means the non-exclusive license to use and access the Software granted under this T&C.

1.20. **"Subscription Fee"** means the amount payable by the Subscriber for the access and use of the Software for the Service Period.

1.21. **"Subscriber(s)"** means any company or organization other than a Vendor who has agreed to these T&C, paid a Subscription Fee and is duly licensed to use the Software.

1.22. **"Subscriber's Content"** means all employee data, text, files, images, graphics, illustrations, information, data (including Personal Data as defined under the applicable data protection laws), audio, video, photographs and other content and material in any format, provided by the Subscriber on the Software.

1.23. **"T&C"** means these Terms and Conditions.

1.24. **"Vendor(s)"** means any service provider, business, or seller duly onboarded to the Software to provide goods or services as may be required by other Software users from time to time.

1.25. **"Vendor's Content"** means all Vendor's data, text, files, images, graphics, illustrations, information, data (including Personal Data as defined under the applicable data protection laws), audio, video, photographs and other content and material in any format, provided by the Vendor on the Software.

1.26. **"You/Your"**: references to "You" or "Your" means the Subscriber or the Vendor (as the case may be).

2. **Licenses**

2.1. Upon payment of the applicable Subscription Fees, SeamlessHR grants the Subscribers and Vendors a limited, revocable, non-transferable, non-sub-licensable and non-exclusive license to use the Software solely for their internal business operations and subject to this T&C.

2.2. The Subscriber may allow its Authorized Users and Select Vendors to access the Software under its license, however, the Subscriber is responsible for such the acts and omissions of its Authorized Users and Select Vendors who access the Software under the license granted to it by SeamlessHR.

2.3. The Subscriber and Vendors agrees to use the Software in compliance with Applicable Laws and such other laws or regulations that apply to its operations.

3. **Ownership and Restrictions**

3.1. The Subscriber shall retain all ownership and intellectual property rights in all Subscriber's Content uploaded on the Software. Likewise, the Vendor retains ownership and intellectual property rights in all Vendor's Content uploaded to the Software.

3.2. SeamlessHR retains all ownership and intellectual property rights to the Software and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of SeamlessHR.

3.3. The Subscriber and Vendor shall not cause or permit others to:

3.3.1. reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the components of the Software;

3.3.2. obtain or use such code, or allow the Software to be used to provide procurement management or processing services for third parties not duly subscribed to the Software;

3.3.3. reproduce all or any portion of the Software (except as expressly permitted herein) or any accompanying documentation, or modify the Software;

3.3.4. access and/or use the Software, other than by Authorized Persons as defined under this T&C;

3.3.5. rent, lease, loan, or sell access to the Software to any third party without the consent of SeamlessHR;

3.3.6. access the Software in order to build or create a derivative, competitive service or copy features, functions or graphics of the Software;

3.3.7. make copies, alter, customize, or remove any copyright notice on the Software without the express written consent of SeamlessHR;

3.3.8. host, display, upload, download, modify, publish, transmit, or share any data on the Software that infringes upon or violates any third party's rights or Applicable Law;

3.3.9. introduce Software or automated agents or scripts to the Software to produce multiple accounts, generate automated searches, requests, and queries, or strip or mine data from the Software; or

3.3.10. commercialize in any way, nor grant access to any third party without a written consent from SeamlessHR.

3.4. SeamlessHR shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services), hacking, pen testing attempts without our prior consent or a mutual legal agreement.

3.5. The Software is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. SeamlessHR reserves the right to limit the availability of the Software or any portion of the Software, to any person, geographic area, or jurisdiction, at any time and at its discretion, and to limit the quantities of any content, program, product, service, or other feature that it provides.

4. Use of the Software

4.1. All commercial or contractual terms with respect to the products and services acquired through the Software are to be negotiated and determined by the Subscriber and Vendor. SeamlessHR is independent of and not party to the contractual arrangement between the Subscriber and Vendor. Likewise, SeamlessHR does not have any control or responsibility in the offer, acceptance, or performance of the contractual terms between the Subscribers and Vendors.

4.2. SeamlessHR will not be responsible for the Subscriber's procurement decisions. The Subscriber has absolute discretion in respect of its procurement activities and is advised to independently verify the details of any Vendor that it chooses to deal with on Seamless Procure.

4.3. SeamlessHR neither makes any representation or warranty as to specifics (such as quality, value etc.) of the products or services proposed to be sold or offered to be sold or purchased on Seamless Procure. Also, SeamlessHR accepts no liability for the errors, omissions, or negligence of the Subscriber, Vendor, or third parties.

4.4. All **Vendors** are required to agree to and accept this T&C Use before being onboarded to the Software.

5. **Term and Termination**

5.1. This T&C shall remain in effect provided the Subscriber or Vendor (as the case may be) maintains a paid subscription to SeamlessHR's Service(s).

5.2. The Subscription would begin to count upon payment of the Subscription Fee and shall continue for the duration of the Service Period as stated in the invoice issued by SeamlessHR to the Subscriber or Vendor (as the case may be).

5.3. At the expiration of the Service Period, the Subscription shall be automatically renewed for a period of one year unless either Party gives the other written notice of non-renewal at least 24 hours before the expiration of the Service Period. The Subscriber may send its notice of non-renewal to support@seamlesshr.com.

5.4. Without prejudice to any other rights or remedies to which the Parties may be entitled, a Party may terminate this T&C immediately without liability to the other if:

- 5.4.1. the other Party commits a material breach of any of the terms of this T&C or the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach;
- 5.4.2. an order is made, or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party;
- 5.4.3. an order is made for the appointment of an administrator to manage the affairs, business, and property of the other Party;
- 5.4.4. a receiver is appointed over any of the other Party's assets or undertaking; or
- 5.4.5. the other Party ceases, or threatens to cease, to trade.

5.5. A breach of the contractual obligations between the Subscriber and Vendor is independent of and will not affect this T&C. Accordingly, the Subscriber will not terminate this T&C due to a Vendor's breach and the Vendor will not terminate this T&C due to a Subscriber's breach.

5.6. SeamlessHR also reserves the right to terminate Subscriber or Vendor's access to the Software where the Subscriber, Vendor, Reseller, or Distributor (as the case may be) fails to pay the Fees due to SeamlessHR as indicated in the respective invoice within 30 (thirty) days of the Fees becoming due and payable. SeamlessHR further reserves the right to suspend the Subscriber or Vendor's access to the Software if SeamlessHR reasonably concludes that the Subscriber or Vendor is causing immediate and ongoing harm to the Software or is in continued breach of this T&C.

5.7. In the extraordinary case that SeamlessHR must suspend the Subscriber or Vendor's access to the Software, SeamlessHR shall immediately notify the Subscriber or the Vendor (as the case may be) of the suspension and the Parties shall diligently attempt to resolve the issue.

5.8. The termination of this T&C or the Agreement will not relieve the Subscriber or Vendor from its obligation to pay SeamlessHR any outstanding fees stated in the applicable invoice. If the Subscriber or Vendor terminates this T&C or the Agreement because of SeamlessHR's uncured material breach, SeamlessHR will refund a pro-rata share of any pre-paid fees under the applicable invoice.

5.9. On effective termination of this T&C or the Agreement, the Subscriber or Vendor would no longer have rights to access or use the Software. However, at the Subscriber's request and for a period of up to thirty (30) days after the end of the applicable Service Period, SeamlessHR will make the Content available for retrieval. At the end of such 30-day period, and except as may be required or permitted by law,

SeamlessHR will delete the Subscriber's Content or Vendor's Content in line with SeamlessHR's Security Program.

6. **Financial Terms**

6.1. For Use and License of the Software:

6.1.1. You must pay a Subscription Fee as stipulated in your service agreement with SeamlessHR. We accept payments by cash, credit card, debit card, and mobile transfers.

6.1.2. Where payment is made by credit or debit cards, the relevant provisions in our Service T&C shall apply.

6.2. During the use of the Software:

6.2.1. You acknowledge that even though the Software allows you to place and receive orders for sale or purchase of goods, subject to the Terms & Conditions set out herein, SeamlessHR neither represents you nor the Vendor in the specific transactions between them.

6.2.2. The final tax bill and/or Invoice will be issued by the engaged Vendor to you directly, along with the order and SeamlessHR shall have no role to play in this transaction, other than the role of the facilitator or a marketplace. All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes on the bill are being charged and determined by the Vendor. SeamlessHR holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole responsibility for any legal issue arising on the taxes shall reside with the Vendor.

6.2.3. The prices reflected on the Software are determined solely by the Vendor and are listed based on Vendor's information.

6.2.4. Disclaimer: Prices on any product(s) as is reflected on the Software may due to some technical issue, typographical error or product information supplied by Vendor be incorrectly reflected and in such an event Vendor may cancel such your order(s).

7. **Support**

7.1. SeamlessHR shall provide support in connection with use of the Software at no additional charge to ensure service availability.

7.2. SeamlessHR's hours for basic support are 9:00 a.m. to 5:00 p.m. (GMT+1), on weekdays, in English language via online ticketing, telephone calls, email and in-app chat. However, special arrangement may be made for the provision of weekend support as the need arises.

7.3. You acknowledge that any support updates provided by SeamlessHR may be necessary for the proper operation of the Software and therefore you agree that SeamlessHR can promptly install updates to ensure that version of the Software in use remains supported. Provided updates are scheduled on off-work periods to prevent undue interference with usage and accessibility.

7.4. Up to two (2) named representatives designated by You may contact SeamlessHR to provide an error report and request support by any of the following methods: (i) raise a support ticket online; (ii) send an email to support@seamlesshr.com; (iii) make a phone call to +2348167134495 (iv) in-app chat.

7.5. Upon payment of applicable fees SeamlessHR will deploy support staff to commence setup, technical implementation, and onboarding training for the Subscriber. The Subscriber and Vendor will also have access to SeamlessHR's knowledge base on the use of the Software.

7.6. During the Service Period, the Subscriber and Vendors may participate in any free training session on the Software as may be organized by SeamlessHR from time to time. Where the

Subscriber or Vendor requires additional training sessions other than the online onboarding training session or free training sessions organized by SeamlessHR, the Subscriber or Vendor may be required to pay a fee as may be agreed by Parties.

8. Service Response Timelines

- 8.1. SeamlessHR shall undertake all reasonable steps to ensure it provides needed support within the service response timelines at the end of this T&C.
- 8.2. When SeamlessHR Service is unavailable, or material System or API outages or defects are detected, the Subscriber will report the issue to SeamlessHR via support@seamlesshr.com or call +2348167134495.

9. Additional Benefits & Services

- 9.1. By virtue of subscribing to the Software, the Subscribers and Vendors will be eligible to participate and take advantage of some of the additional benefits, programs, or services as may be provided by SeamlessHR from time to time. These include the;
 - 9.1.1. SeamlessHR Partner Program, which enables eligible persons to participate, earn and receive rebate or commission for successful leads or referrals under SeamlessHR's Partner Program.
 - 9.1.2. Breeze/Barizi Platform, which facilitates the provision of loan services from financial institutions to the Subscribers and Authorized Users.

10. Data Protection

- 10.1. SeamlessHR hereby undertakes to strictly comply with all applicable data protection laws, policies, and procedures, which may be in force from time to time.
- 10.2. SeamlessHR will take appropriate, technical, and organizational measures to prevent the loss, damage, unauthorized use, or unauthorized destruction of, and unlawful access to, data uploaded by the Subscriber or Vendor to the Software.

10.3. SeamlessHR shall take appropriate steps to identify all internal and external risks posed to data under their possession or control and establish and maintain safeguards against any risks identified.

10.4. The Parties agree that the Subscriber is the Data Controller with respect to Personal Data contained in the Subscriber's Content. As a Data Controller, the Subscriber has the sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Subscriber's Content. Likewise, the Vendor is the Data Controller with respect to Personal Data contained in the Vendor's Content. As a Data Controller, the Vendor has the sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Vendor's Content.

10.5. The Subscriber and Vendor warrant and represent that:

- 10.5.1. it will comply with and will ensure that its instructions for the processing of its Content on the Software will comply with the applicable data protection law;
- 10.5.2. it is duly authorized to disclose any Content disclosed by it or otherwise provided to SeamlessHR;
- 10.5.3. it will where necessary, and in accordance with the applicable data protection laws, obtain all necessary consents and rights and provide all necessary information and notices to data subjects to enable SeamlessHR to process the personal data shared by it for the purposes set out in this T&C.

10.6. Each Party shall immediately notify the other Party of any risks posed to data that has been identified, any data compromises, and safeguards established by it to mitigate the impact of the risks.

10.7. Each Party shall comply at all times with its respective obligations under the provisions of the Applicable Law and shall not perform its

obligations under this T&C or the Agreement in such a way as to breach any of its obligations under Applicable Law.

10.8. The Subscriber and Vendor shall ensure the security of their respective account login details and will be responsible for all activities, changes, and updates undertaken through their account. The Subscriber and Vendor shall notify SeamlessHR immediately in the event of any unauthorized use of its account to enable SeamlessHR to take necessary corrective action.

10.9. Subject to the above provision, SeamlessHR may record, retain, and use the aggregated, anonymous, and non-identifiable data provided by the Subscriber or its Authorized Users or pertaining to the Subscriber's usage of SeamlessHR's services for the purposes of;

10.9.1. analyzing, improving, and/or developing SeamlessHR's services;

10.9.2. delivering advertising, marketing (including in-product messaging), or information to the Subscriber and Vendors; and

10.9.3. developing and providing new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to the Subscriber and other SeamlessHR customers.

10.10. SeamlessHR operates, maintains, and enforces an information security management program ("Security Program") that is consistent with recognized industry practice.

10.11. SeamlessHR reserves the right, but have no obligation, to monitor the materials posted on the Software. SeamlessHR at its discretion may remove or bar any Content in violation of applicable law or the provisions of this T&C.

11. **Publicity**

11.1. Subject to prior written consent of the Subscriber, SeamlessHR may display the Subscriber's name, company, and logo in SeamlessHR's marketing materials and on SeamlessHR's public website, in each case in accordance with any branding guidelines that the Subscriber may provide to SeamlessHR.

11.2. The Vendor's contact details, track record, reviews, and profile may be shared with other subscribers on the Software as recommendation for services or to guide the subscribers' procurement decisions.

12. **Sub-Contractors**

Parties agree that SeamlessHR has the general authority to engage third parties, partners, agents or service providers, including its Affiliates as may be required by SeamlessHR for its operations or performance of the Services ("Approved Sub-Contractors"). Provided that where an Approved Sub-Contractor is involved in the processing of the Subscriber's or Vendor's Content, SeamlessHR will ensure that the same data protection obligations set out in this T&C shall be imposed on that sub-contractor.

13. **Compliance**

Each Party shall comply with all Applicable Laws in connection with its own activities under this T&C. The Software can be configured and used in ways that do not comply with Applicable Laws and it is Your sole responsibility to monitor the use of the Software by Your Authorized Users to ensure that such use complies with and is in accordance with Applicable Laws. In no event shall SeamlessHR be responsible or liable for the failure of the Subscriber or Vendor to comply with Applicable Laws in connection with use of the Service.

14. **Representations, Warranties and Disclaimer**

14.1. The Subscriber and Vendor represents and warrants that all information provided to SeamlessHR is true, accurate and correct, and it will update its information as and when necessary, in order to keep it accurate.

- 14.2. SeamlessHR does not guarantee the quality or availability of goods or services listed on the Software.
- 14.3. SeamlessHR does not provide its Subscribers or Vendors with legal advice regarding compliance, data privacy or other relevant Applicable Laws in the jurisdictions in which the Subscriber or Vendor uses the Software, and any statements made by SeamlessHR to the Subscriber or Vendor shall not constitute legal advice.
- 14.4. SeamlessHR exercises no control over Subscriber's specific procurement practices implemented using the Software or its decisions as to engagement, termination, notification, or compensation of any Vendor.
- 14.5. Certain factors may impact the use of the Software and may result in failure of access including but not limited to: local network, firewall, pop-up blocker, internet service provider, public internet, public switched telephone network and power supply. Notwithstanding any provision in this T&C or the Agreement, SeamlessHR shall take no responsibility for any disruption, interruption, or delay caused by any failure of or inadequacy in any of these items or any other items over which SeamlessHR has no control. Where the disruption, interruption, or delay is not caused by the events anticipated above, SeamlessHR shall exercise all reasonable efforts to resolve the disruption, interruption or delay or defect in the operation of the Software with the urgency it deserves.

15. *Indemnity*

- 15.1. The Subscriber and Vendor will defend, indemnify, and hold SeamlessHR harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Software.
- 15.2. Likewise, SeamlessHR will defend the Subscriber and Vendor against any claim that

the Software infringes any intellectual property or privacy rights and will indemnify the Subscriber and Vendor for any amounts awarded against it in judgment or settlement of such claims.

- 15.3. A Party seeking indemnification under this section shall:
 - 15.3.1. promptly notify the other Party of the claim;
 - 15.3.2. give the other Party sole control of the defense and settlement of the claim; and
 - 15.3.3. provide, at the other Party's expense for out-of-pocket expenses, the assistance, information, and authority reasonably requested by the other Party in the defense and settlement of the claim.
- 15.4. Where a Party fails to meet the conditions stated in Clause 15.3 above, it shall lose its right to indemnification as provided in this T&C.
- 15.5. Notwithstanding the provisions in Clause 15.1 and 15.2 above and to the extent permitted by Applicable Law;
 - 15.5.1. in no event will SeamlessHR or its directors, officers, employees, agents, representatives, or Affiliates be liable for any direct, indirect, special, incidental, consequential, or punitive damages, or any other damages of any kind, arising out of or related to this T&C or the Software; and
 - 15.5.2. each Party's liability to the other Party and its Affiliates for all claims arising out of or by reason of this T&C, whether in contract, tort, or otherwise, will not exceed the amount paid by the Subscriber to SeamlessHR during the twelve months prior to when the liability arises.

16. *Force Majeure*

SeamlessHR is not liable or responsible for failure or delay in the performance of any of these T&C and/or the individual contracts, if

such failure or delay is due to any reason beyond the reasonable control, including, but not limited to, an act of God, acts of public enemy, war (whether declared or not), rebellion, internet hacking, internet outage, telecom service provider issues, power outage, server issues and riots.

17. Third-Party Links

The Software may contain links to other independent third-party Web sites ('Linked Sites'). These Linked Sites are provided solely as a convenience to our Subscribers. Such Linked Sites are not under SeamlessHR's control, and SeamlessHR is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You agree make your own independent judgment regarding your interaction with these Linked Site.

18. Notice

18.1. Any notice given in line with this T&C shall be in writing and may be delivered by email to the relevant email address or by hand to the relevant physical address provided by Parties at the commencement of the Agreement or such other address as may be communicated by the relevant Party to the other Party from time to time. SeamlessHR may also provide notifications to the Subscriber or Vendor through in-app notification.

19. Assignment and Waiver

19.1. Except as provided below, neither Party shall assign, subcontract, delegate, or otherwise transfer this T&C, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Nevertheless, either Party may assign the

Agreement in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party but upon written notice to the other Party. The Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

- 19.2. If after the termination of this T&C and the Agreement certain Fees or amount remains due and payable by the Subscriber or Vendor to SeamlessHR, SeamlessHR may assign or transfer the receivables to a third party. Parties agree that a third party to whom receivables are assigned shall have the right to take necessary steps for the recovery of such receivables.
- 19.3. SeamlessHR may also assign this T&C (including all of our rights, titles, benefits, interests, and obligations and duties to its Affiliate.
- 19.4. SeamlessHR's failure, delay, or omission by to exercise any right, power, privilege, or remedy under this T&C whether in full or partially) shall not operate as a waiver thereof.

20. Governing Law and Dispute Resolution

- 20.1. This T&C and any disputes arising thereof shall be governed by and construed according to the Applicable Law.
- 20.2. Customer satisfaction is an important objective to SeamlessHR in performing its obligations under this T&C or the Agreement. Accordingly, where a dispute arises between Parties relating to the interpretation or performance of this T&C or the Agreement, the Parties agree to hold a meeting within Thirty (30) days of a written request by either Party, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies.

20.3. If, within fourteen (14) days after such meeting, the Parties have not succeeded in resolving the dispute, either Party may protect its interests by resorting to mediation presided over by a mediator appointed by the branch of the Chartered Institute of Arbitrators (UK) in the country in which the applicable SeamlessHR entity is domiciled. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties.

20.4. If it proves impossible to arrive at a mutually satisfactory solution through mediation within Sixty (60) days of the dispute arising, the Parties hereby consent to the jurisdiction of the competent courts of the country in which applicable SeamlessHR entity is domiciled for the purpose of any action or proceedings brought by either of them in connection with this T&C. For clarity the Applicable Laws and courts are detailed in the table below.

S/N	SeamlessHR's Entity	Applicable Law and Court
a.	SeamlessHR Nigeria	The applicable laws and courts of Nigeria
b.	SeamlessHR Ghana	The applicable laws and courts of Ghana.
c.	SeamlessHR Kenya	The applicable laws and courts of Kenya.
d.	SeamlessHR South Africa	The applicable laws and courts of the South Africa.

20.5 This Clause 20 shall survive the termination of this T&C and shall accordingly apply at all times to disputes and differences of opinion existing or arising between the Parties concerning this T&C or any matter under this T&C.

SERVICE RESPONSE TIMELINES

SEVERITY	DEFINITION	EXAMPLE	RESPONSE	RESOLUTION
CRITICAL	Significant impact on client's systems, resulting in Client's system being either down, or functioning at a significantly reduced capacity	<ul style="list-style-type: none"> • Inability to log into the system. • Server downtime not due to system maintenance. • Inability to run payroll 	Response and diagnosis within 1 hour of receipt.	Resolution within 8 hours of receipt.
<p><i>In cases where a permanent fix cannot be delivered within 24 hours, a work-around will be provided in the interim and the permanent fix will be delivered within three working days.</i></p>				
HIGH	Significant impact on a system resulting in functionality loss on a client's system.	<ul style="list-style-type: none"> • Inability to use a function that is central to multiple modules on the system, e.g., Paygrades, Contracts, Notifications, etc. • Error messages while trying to access some functionality. 	Initial response and diagnosis start within: 2 hours of receipt of complaint.	Resolution within 48 hours after notification.
MEDIUM	Some business impact on a system, resulting in some functionality loss on the Client's system. The Software is usable, but does not provide a function in the most convenient or expeditious manner.	Inability to use a function within a module, e.g., KPI not saving.	Response and diagnosis start within: 4 hours of receipt of complaint	Resolution within 72 hours after notification.
LOW	For non-production questions including general usage questions, issues related to a nonproduction environment, or feature requests. There is no impact on the quality, performance or functionality on Client's production system.	Grammatical Errors, User interface Distortion and other issues that do not affect the functionality of the system.	Initial response and diagnosis start within: 4 hours of receipt of the complaint.	Resolution within 10 business days after notification.

When SeamlessHR Service is unavailable, or material System or API outages or defects are detected, the Subscriber will report the issue to SeamlessHR via support@seamlesshr.com or call +2348167134495.