



# **BLACKLIST DATA SERVICE LEVEL AGREEMENT**

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**THIS DATA SERVICE LEVEL AGREEMENT** (“the **Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“the **Effective Date**”)

**BETWEEN**

**BLACKLIST LIMITED**, a private limited liability company duly incorporated in Nigeria and having its registered address at 8 Providence Street, Lekki Phase 1, Lagos State (hereinafter referred to as “**Blacklist**” which expression shall, where the context admits, include its successors-in-title and assigns)

**AND**

[*Insert company name*], a private limited liability company duly incorporated in Nigeria and having its registered address at [*Insert address of Member*] (hereinafter referred to as “**Member**” which expression shall, where the context admits, include its successors-in-title and assigns).

Blacklist and Member may sometimes in this Agreement where the context admits be individually referred to as a “**Party**” and collectively as “**Parties**”.

**WHEREAS:**

- (a) Blacklist is a credit management company providing access to credit information and infrastructure, as well as supporting loan recovery for registered Members.
- (b) Member is a financial service provider [*or insert brief description of Member*] and is desirous of procuring Credit Information (as defined below) from Blacklist from time to time.
- (c) Parties have agreed that the terms hereof shall regulate Member’s access to the Services provided by Blacklist.
- (d) Parties understand that Blacklist is not a credit bureau, and that Blacklist enables sharing of information between Members as well as enables access to external Credit Information Databases.

**NOW THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

**1. DEFINITIONS & INTERPRETATIONS**

- 1.1 Definitions:** In this Service Agreement, the following terms shall have the following meanings unless the context or meaning otherwise requires:

**Agreement** means this Service Agreement and such amendments thereto as Blacklist and the Member may from time to time agree in writing.

**Business Days** means days on which banks in Nigeria are open for business excluding Saturdays, Sundays and Public Holidays.

**Member** means organisations signed up to use Blacklist Services.

**Confidential Information** means any non-public information belonging to a Party including but not limited to information relating to the Services or to this Agreement, including the Technical Requirements, technical processes, identification procedures and all technology and procedures relating to the provision of the Services; the presentation, content, organization, details or format of Reports; procedures, guidelines and all other information or guidance as to data handling or statutory compliance; the organization, procedures, structure, financial details and other matters relating to the business affairs of that Party provided to the other Party.

**Credit Subject/Subject** includes a Person who has applied for, obtained approval for, been granted or seeks to be granted financial assistance by a credit granting entity or has subscribed to or obtained any services from a credit granting entity (which have or could result in the grant or the obtaining of financial assistance whether directly, indirectly or incidentally) in any form and by whatsoever name called, from the credit granting entity at any time, whether prior to or during the existence of this Agreement. Without prejudice to the generality of the above, the term "Credit Subject" or "Subject" shall include the following:

- i. A Customer;
- ii. A Person seeking to establish a relationship with a lender, landlord or an employer;
- iii. A Person seeking/obtaining financial assistance from a credit granting entity by way of loan(s), advance(s), hire purchase, leasing finance, or any other form or manner of credit;
- iv. A Guarantor for a Subject.

**Credit Information** shall mean all information/data with respect to a Subject held with a credit granting entity, including without limitation the following:

- i. Information on any financial assistance granted or to be granted by a credit granting entity to the Subject including details on the amount and nature of such financial assistance loans and advances, credit/ charge card facilities, hire purchase, leasing finance, or any other form of credit/ security taken (if any) by the credit granting entity for securing such financial assistance;
- ii. The history and structure of any financial transaction (credit) entered into by a Subject;
- iii. The antecedents of any of the Subjects or a class of Subjects of a credit granting entity;
- iv. Any information on the Subject which is incidental to the above-mentioned information, identification information, information contained in media or other

reports featuring the Subject, information on any disputes, litigation, arbitration that the Subject may be involved in or affected by;

v. Any other information that may be stipulated by Blacklist from time to time.

**Blacklisted Subject** shall mean any Person who has been granted a loan and is in active default based on the agreement Subject entered into with their creditor who is a Member.

**Credit Information Reports** shall mean and include any information or data, in relation to a Subject, furnished by Blacklist to the Member, pursuant to this Agreement in such form as may be decided upon, by Blacklist or required by law, from time to time.

**Customer** shall mean any Person in respect of whom/which the Member seeks the Services pursuant to this Agreement.

**Database** shall mean a database maintained by Blacklist or Blacklist Members which contains all or certain components of the Credit Information supplied by data providers.

**Force Majeure Event** means any event due to any cause beyond the reasonable control of Blacklist, including, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, pandemic, epidemic, insurrection, war, acts of government, computer hacking, computer crashes, etc.

**Person** includes any individual and/or artificial person or entity.

**Reports** means information and reports provided by Blacklist to **Members** to the Services in response to information request on a Subject, and shall include, without limitation, a Credit Information Report.

**Services** means credit information services to be provided by Blacklist including provision of Credit Information, credit analytics tools and **any** such services in accordance with the provision of this Agreement and/or any other additional products/services that Blacklist may provide to the **Member**, from time to time.

**Service Charges** shall mean the fees and charges payable by the **Member** to Blacklist for the Services. The Service Charge shall be exclusive of VAT.

**Technical Requirements** shall mean technical and systems specifications and other technical documentation specified from time to time by Blacklist, including stipulations in respect of method of communication, computer hardware, systems, applications, configurations and software, technical processes, identification procedures, transmission set up, virus and security checks, style, presentation, content and other matters which are to be utilized/ adopted by the **Member**. Technical Requirements will also include requirements in respect of the form, mode and manner in which the Services may be utilized by the **Member**.

**1.2 Interpretation:** In this Agreement, unless otherwise stated:

- i. Words in the singular shall include the plural and vice-versa;
- ii. Words in the masculine shall include the feminine and vice-versa;
- iii. Words denoting persons shall include corporate bodies, unincorporated associations and partnerships;
- iv. Headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation or construction of the Agreement.

**2. TERMS OF AGREEMENT**

**2.1** This Agreement shall commence on the execution date and shall subject to prior termination in accordance with the provisions hereof, subsist for a period of one (1) calendar year from the execution date. Upon the expiration of the initial term, this Agreement shall automatically be renewed for subsequent periods of one calendar year. All pre-set terms, conditions and amounts will be carried forward at each renewal. Either party may terminate this Agreement upon giving thirty (30) days prior written notice of its intention to do so or not to renew same upon the expiration of a term.

**2.2** By completing the subscription process and executing this Agreement, Member expressly agrees to be bound by the terms and conditions of this Agreement.

**2.3** From the commencement of this Agreement, Blacklist shall render the Services to the Member in accordance with the provisions of this Agreement.

**2.4** Each Party shall have the right to include the other Party's trademarks or logos in its advertising or promotional literature and web services, free of charge, provided that the other Party is notified and appropriate approval obtained (which shall not be unreasonably withheld or delayed), prior to such inclusion.

**2.5** All Credit Information furnished to the Member by Blacklist hereunder is for the exclusive internal use of the Member to assist, along with the other information and tools that the Member may have, in taking decisions relating to its businesses as they relate to the permissible purpose. Member shall not use such information for any unlawful activity or purpose nor shall it resell or supply the information to any other person(s) or businesses.

**2.6** Where the Member is granted an electronic interface/portal which allows it to query the Database directly and to generate or download Reports, the Member acknowledges and understands that the information generated thereby represents information about likely matches to the search criteria determined solely by the Member. Accordingly, Member shall be solely responsible for the information so generated and the content of the Report(s) downloaded.

**2.7** Member acknowledges that Blacklist does not, and cannot guarantee or warrant the correctness, completeness, accuracy, merchantability or fitness of the information in a Credit Information Report or any other Report for a particular purpose, as such

information usually is not the product of an independent investigation by Blacklist. Member also acknowledges and agrees that there is a possibility that such information will contain errors and/or, omissions because of many factors including negligence of the third parties providing them to Blacklist. The Member undertakes that it shall therefore rely on the information at its sole risk and that Blacklist shall not be liable to it for any loss or injury arising out of or caused, in whole or in part from the Member's use of the Credit Information, except for acts of negligence by Blacklist in compiling, collecting, reporting, communicating or delivering the information.

- 2.8** Subject to the provisions herein and to any rights or obligations, which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement upon the termination thereof. Termination of this Agreement howsoever caused shall be without prejudice to any right or liabilities of a party that may have accrued at the date of termination.

### **3. DUTIES AND RESPONSIBILITIES OF MEMBER**

- 3.1** The Member shall obtain documented consent of a Credit Subject prior to submitting obtaining his Credit Information from Blacklist. The Member shall, whenever requested by Blacklist to do so, provide Blacklist within three (3) Business Days of such request, documentation and/or other proofs reasonably acceptable to Blacklist as evidence of the Member's entitlement to access particular Credit Information. Blacklist is entitled to refuse or delay request for Credit Information until such requested documentation and/or other proof is provided by the Member.
- 3.2** The Member acknowledges that Credit Information or other information provided to it by Blacklist pursuant to the provision of the Services is solely for its internal business requirements and that it shall at all times ensure that adequate measures and actions are taken to safeguard confidentiality of such information. The Member shall not transfer or disclose contents of any Report in whole or in part to any person who is not authorized to receive such information under this Agreement or under any applicable law, for any reason whatsoever. The Member shall ensure that all Reports are duly protected from any unauthorized access or disclosure, loss, modification or misuse of any kind. The Member covenants and irrevocably undertakes to take reasonable measures and actions in accordance with industry best practices in safeguarding the confidentiality of Reports obtained pursuant to the Services.
- 3.3** Member acknowledges and agrees that the Credit Information provided by Blacklist pursuant to this Agreement is raw data which requires careful consideration and interpretation by the Member. Accordingly, the Member warrants that it has the skills and judgment to undertake such consideration and make such interpretation and its own credit decisioning rules which are not wholly dependent on the supplied Credit Information. Member also agrees and undertakes that Credit Information shall not be the sole basis of a commercial decision. Member agrees to carry out all the necessary due diligence and make all the enquiries that are ordinarily required of a prudent business manager before making the above-mentioned decision. The Member also agrees that Blacklist shall not be liable for and undertakes to indemnify Blacklist and hold Blacklist fully and completely indemnified against, any actions, proceedings, claims, liabilities

(including statutory liability), penalties, demands and costs (including, without limitation, legal costs of Blacklist) awards, damages, losses and/or expenses, arising from, relating or attributable to its interpretation of the Credit Information and its decision whether or not to grant a credit facility to a Subject.

**3.4** The Member hereby represents, warrants and covenants to Blacklist that:

- 3.4.1 it has the authority to enter into this Agreement and to perform its obligations hereunder;
- 3.4.2 the execution and performance of this Agreement does not and will not violate any agreement to which it is a party or by which it is otherwise bound;
- 3.4.3 when executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms; and
- 3.4.4 it has the necessary skills and expertise to analyse and interpret the Credit Information provided by Blacklist with a view to taking relevant decisions

**3.5** Where Member shall be providing Blacklist with Credit Data, Member undertakes to:

- 3.5.1 Ensure that there exists documented evidence of consent of Blacklisted Record permitting the sharing of such information with Blacklist, in the event of a default. Member shall, whenever requested by Blacklist to do so, provide Blacklist within three (3) Business Days of such request, documentation and/or other proofs reasonably acceptable to Blacklist as evidence of such consent;
- 3.5.2 supply relevant Credit Information (including updates, modifications and changes) to Blacklist in the form and frequency stipulated from time to time by Blacklist;
- 3.5.3 ensure that the Credit Information it will supply to Blacklist is reliable, true, accurate and complete in all respects and shall conform to the Technical Requirements. Member shall be liable for any error or inaccuracy in any Credit Information submitted to Blacklist and shall make all efforts to immediately correct and communicate same in a form acceptable to Blacklist;
- 3.5.4 upon realization or notification of such error or inaccuracy, fully assist Blacklist in responding to any notice, claim, or proceedings made by any person against Blacklist in respect of the Credit Information contributed by Member;
- 3.5.5 to comply with the Technical Requirements;
- 3.5.6 indemnify Blacklist and hold it harmless and keep it, at all times, fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including, without limitation, legal costs of Blacklist) awards, damages, losses and/or expenses, however arising directly or indirectly as a result of:



- (a) Any error, inaccuracy or misleading data or information contained in the Credit Information furnished by the Member;
- (b) Any breach or non-performance by the Member of any of its undertakings, warranties, covenants or obligations in relation to the Credit Information or provision thereof;
- (c) Any claim or proceeding brought by any person against Blacklist, arising out of the Credit Information provided by the Member to Blacklist or the use by the Member of the Services provided by Blacklist.

#### **4. DUTIES AND RESPONSIBILITIES OF BLACKLIST**

**4.1** Blacklist agrees to provide the Services to the Member based on the terms and conditions set out in this Agreement and in accordance with best practices.

**4.2** Blacklist shall, from time to time, develop operational guidelines, disciplinary and contractual procedures for appropriate sanctions to be applied in relation to improper use of access. Blacklist shall provide the Member with not less than fifteen (15) days' notice of the proposed guidelines and or procedure or proposed amendments thereto and shall give due consideration to the Member's comments in respect thereof. Member shall be deemed to have accepted the proposed guideline or procedure or the amendment where it fails to provide Blacklist with its comments thereon within the fifteen (15) day notice period.

**4.3** Blacklist hereby represents, warrants and covenants to the Member that:

4.3.1 it has the necessary experience, qualifications and expertise to enable it to provide the Services in accordance with the provisions of this Agreement;

4.3.2 the Services will be performed by properly trained and qualified personnel, in a professional and workmanlike manner and in accordance with the provision of this Agreement and any existing law governing the provision of the Services.

4.3.3 it has commercially reasonable backup and disaster recovery procedures and facilities to provide the Services during the continuation of this Agreement;

4.3.4 the Services will be performed in accordance with the applicable specifications therefore and will not violate or infringe the intellectual, copyright, patent or other rights of any third party; and

4.3.5 it shall use reasonable efforts to accurately process and incorporate on its platform information supplied to it by Member and the information obtained from

other credible sources and to provide the Services in accordance with this Agreement.

**4.4** Save as set out above, Blacklist does not make any other warranty whether express or implied by law or custom. Particularly, Blacklist does not warrant:

4.4.1 the accuracy, or completeness of any of the Credit Information contained in its Database and/or of the Reports, as all Credit Information on which the Reports would be based would be supplied wholly by third parties to Blacklist;

4.4.2 that the access to the Service will be provided by Blacklist at all times or will be free from errors or that any identified defect will be corrected; as such access is dependent/based on imported software/technology which does not warrant to be completely error free;

4.4.3 that access to the Reports if provided by electronic means will be provided free from any virus or other malicious, destructive or corrupting code, program or macro as such provision by electronic means involves multiple factors which are outside the control of Blacklist. However, Blacklist shall use technology to check virus in accordance with industry standards from time to time.

## **5. CREDIT INFORMATION REPORTS**

**5.1** Credit Information Reports provided to the Member shall at all times be subject to this Agreement and all notes and disclaimers contained in such Credit Information Reports.

**5.2** Blacklist reserves the right to refuse to provide or suspend provision of the Services for a period of time to the Member if Blacklist is of the reasonable opinion that any of events listed below has occurred and (in case the said occurrence is capable of being remedied) the Member shall have failed to remedy same within fourteen (14) Business Days (or such longer period as Blacklist may in its absolute discretion decide) after receipt of written notice giving full particulars of the occurrence and demanding it to be remedied within the said fourteen (14) Business Days (or such longer period):

5.2.1 The Member is in breach of any of this Agreement; or

5.2.2 The Member proposes to use or has used the Reports for purposes other than the permissible purposes; or

5.2.3 The provision of the Services to the Member would be contrary to applicable laws.

**5.3** Where provision of the Services has been suspended and the Member still has not remedied the default that led to the suspension of services after thirty (30) days of the suspension, Blacklist shall be entitled to terminate the provision of the Services to the Member upon giving seven (7) Business Days' notice of its intention to do so. Provided that where Blacklist reasonable determines that the circumstances warrants same, such as where directed by relevant regulatory authority or a court of competent jurisdiction so

to do, or where Blacklist reasonably believes same necessary to avoid regulatory or legal action/sanction, it may shorten the notification process required for the termination of provision of Services.

- 5.4** Notwithstanding the provisions of clauses 5.2 and 5.3, Blacklist may at its absolute discretion decide to terminate the provision of the Services at the expiration of the notice period in clause 5.2 rather than suspend provision of Service.

## **6. RIGHTS**

- 6.1** All intellectual property rights in the Credit Information Report and or any other Reports issued by Blacklist in the course of providing the Services shall vest in Blacklist. Blacklist hereby grants the Member upon payment of the relevant Service Charge, the perpetual exclusive and non-assignable license to use the Credit Information Report and or the Reports together with the information contained therein solely for its business purposes.

## **7. SERVICE CHARGES**

- 7.1** As consideration for Blacklist providing the Services to the Member, the Member shall pay to Blacklist the Service Charges as may from time to time be specified by Blacklist and agreed with the Member. Blacklist reserves the right at its absolute discretion to review the Service Charge and or the payment terms in respect thereof and undertakes to give the Member thirty (30) days prior written notice of its intention to revise the charges or terms. For the purpose of this Agreement, Service Charge shall be payments relating to the cost of each report.
- 7.2** Any errors in an invoice shall be communicated to Blacklist within seven (7) days of receipt by a Member of such invoice, failing which the invoice shall be deemed to be correct as issued.
- 7.3** Blacklist operates an electronic wallet payment system. "Wallet payments" refers to payments made with a digital, virtual wallet in which Member deposits a balance into their electronic wallet on Blacklist platform, and use this to make payments for search reports. Unless Parties agree in writing otherwise, all payments due under this Agreement shall be made by Member from the virtual wallet on the Blacklist portal to Blacklist, in advance of searches conducted. Member shall also pay for any service or any other tax that may be levied on the Services.

## **8. INDEMNITY**

- 8.1** Member hereby undertakes and agrees to indemnify Blacklist and hold it harmless and keep it, at all times, fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including, without limitation, legal costs of Blacklist ) awards, damages, losses and/or expenses, arising directly (to the exclusion of liability for indirect or consequential losses, damages, costs, charges, expenses or otherwise, loss of business opportunity, loss of revenue, profit or anticipated profit) as a result of:

- 8.1.1 Its interpretation of the Credit Information and its decision based on the said interpretation
- 8.1.2 Any contravention by the Member of, or failure to comply with, any applicable laws, regulations, or rules in its use of the Services and or a Report;
- 8.1.3 Any breach or non-performance by the Member of any of its undertakings, warranties, covenants or obligations under this Agreement;
- 8.1.4 Any interruption caused by a Member, which results in the delay or inability of Blacklist to perform its obligations under this Agreement.

**8.2** Blacklist shall indemnify Member and keep Member fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions (to the exclusion of liability for indirect or consequential losses, damages, costs, charges, expenses or otherwise, loss of business opportunity, loss of revenue, profit or anticipated profit) which Member may sustain or incur as a result of any claim or action which may be brought or established against Member by any person due to Blacklist's negligence in compiling, collecting, reporting, communicating or delivering Credit Information to the Member.

## **9. LIMITATION OF LIABILITY**

- 9.1** Subject to the provisions of this Agreement, neither Party shall be liable to the other, in contract, tort or otherwise, for any indirect or consequential losses, damages, costs, charges, expenses or otherwise, loss of business opportunity, loss of revenue, profit or anticipated profit which the Party suffers or incurs arising out of or in connection with the provision of or subscribing for the Services or use of the Reports or howsoever under or in connection with or incidental to this Agreement or the implementation thereof.
- 9.2** If, for any reason, paragraphs 2.7 and/or 3.3 above are found inoperative or declared by a court of competent jurisdiction, to be unenforceable or invalid and liability is imposed on Blacklist, then Member agrees that Blacklist's aggregate liability for any and all losses or injuries to the Member arising out of any acts or omissions of Blacklist in connection with anything to be done or furnished hereunder, regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the aggregate amount paid by the Member for the Services for the preceding 12 calendar months or for such lesser period in which the Services have been rendered.
- 9.3** Member acknowledges that Blacklist has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and the Member's indemnity obligations set forth in this Agreement, and that the same form an essential basis of the bargain between the Parties.

**9.4** The Parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement shall survive and apply even if this Agreement is found to have failed of their essential purpose.

## **10. CONFIDENTIALITY**

**10.1** Each Party undertakes, at all times, during continuance of this Agreement and thereafter, to hold and keep secure and confidential the Confidential Information of the other Party and not to disclose or permit same to be disclosed to any person other than its Authorized Personnel, and to prevent the use thereof unless authorized by this Agreement or required by law.

**10.2** All Confidential Information furnished to the Member by Blacklist shall be held in confidence, shall not be copied, and shall not be revealed or made accessible in whole or in part to any other person, except where a Credit Subject consents to the disclosure of his Data or the disclosure is expressly permitted under this Agreement. The Member shall be entitled to reveal details of a Credit Subject's Credit Information Report to that Credit Subject.

**10.3** A Party will not have any confidentiality obligations under this Agreement with respect to information which, through no wrongful act of it:

10.3.1 is already in the Party's possession prior to disclosure by the other Party and is not subject to any restrictions on use or disclosure and that Party can demonstrate this from its written records;

10.3.2 is independently developed (but only where this is without reference to the other Party's Confidential Information);

10.3.3 is lawfully obtained from a third party under no restriction on use or disclosure and that Party is not aware that the third party is breaching any obligation of confidentiality relating to the information disclosed;

10.3.4 becomes publicly known through no action or negligence of the other Party; or

10.3.5 is required to be disclosed by law or by any other competent regulatory authority. Provided that that Party shall immediately notify the other Party of any request by a competent regulatory authority that the Confidential Information be disclosed and shall exercise all reasonable endeavours to co-operate with the other Party in its effort to protect its interest in relation to the disclosure of the Confidential Information;

- 10.4** Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information/materials and that either Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper.
- 10.5** The Member may, upon a Customer's request, disclose Credit Information to the Customer, if the law permits disclosure of such information.
- 10.6** The term "**Authorized Personnel**" shall mean those persons who are a part of the Member's organization and who require the Confidential Information to discharge their duty as a part of the Member's organization and whose possession of such Confidential Information will not give rise to a conflict of interest or to any misuse whatsoever. Member shall ensure that such Authorized Personnel shall be bound by confidentiality obligations similar to the foregoing obligations.
- 10.7** The confidentiality obligation imposed on Parties pursuant to this Clause 10 shall survive the termination of this Agreement.

## **11. MISCELLANEOUS**

### **11.1 Non-Assignment**

Neither this Agreement nor any interest therein may be assigned, in whole or in part, by either Party without the prior written consent of the other Party (such consent not to be unreasonably withheld) and any purported assignment made in violation of this Clause shall be void; provided, however, that each Party hereto shall have the right to assign this Agreement to any entity which, by way of: (i) merger, or (ii) consolidation, or (iii) the acquisition of substantially all of the entire business and assets of the assigning Party relating to the subject matter of this Agreement, succeeds to the interest of the assigning Party. Such consent shall not be unreasonably withheld, so long as such assignment does not materially affect the nature and the scope of the rights and benefits due to the non-assigning Party under the terms of this Agreement.

### **11.2 Notices**

All notices, demands or other communications required or permitted to be given or made in this Agreement shall be in writing and may be delivered by hand, registered mail, courier service, e-mail or facsimile to such other addresses and numbers as may be specified from time to time in writing by either Parties. Notices or communications given under this Agreement shall be deemed to be received by the recipient:

- (a) In the case of hand delivery or registered mail or courier, upon written acknowledgement of receipt by an agent or representative of the receiving party;
- (b) In the case of facsimile/e-mail, upon completion of transmission as long as the sender's facsimile machine/computer creates, and the sender retains a transmission report showing successful transmission. Provided that in case of the

date of receipt not being a Business Day, notice shall be deemed to have been received on the next Business Day. Provided further that in case of a notice being forwarded by facsimile/e-mail, a copy of the notice shall also be forwarded by hand delivery, registered mail or courier service.

### **11.3 Data Protection**

The Member shall, during the term of this Agreement, maintain adequate physical, technical and organisational measures to safeguard and ensure the protection and security of all personal data or Credit Information provided to it from loss, misuse, unauthorized access, alteration or unlawful destruction. The Member also undertakes to comply with the provisions of the Nigeria Data Protection Regulation, 2019 or any amendments thereto.

### **11.4 Force Majeure**

Neither Blacklist nor the Member shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case, its obligations shall be suspended for so long as the Force Majeure Event continues, provided that Force Majeure Event shall not be applicable to an obligation to pay Service Charges. The affected party shall promptly inform the other party of the existence of a Force Majeure Event and both parties shall consult together to find a mutually acceptable solution.

### **11.5 Variation**

- (a) Other than as otherwise provided in this Agreement, all alterations to this Agreement shall be made by Blacklist sending a written notice to the Member informing it of such variation.
- (b) Blacklist reserves the right to vary or modify the terms and conditions contained herein. Any variation or modification to these terms and conditions will be proposed to the Member who is required to communicate its response to Blacklist within thirty (30) days of receipt of the new terms and conditions. Member shall be deemed to have accepted the revised terms and conditions, if it fails to notify Blacklist of its objections thereto within the aforementioned thirty (30) days and or continues to access the Database, purchase Reports or utilize any of the Services after the expiration of the thirty (30) days' notice of such modification.

### **11.6 Severability**

In the event any or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement but

- (a) if permitted by applicable law, there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue;
- (b) if substitution is not permitted by applicable law, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and this Agreement shall be carried out as nearly as possible according to its original terms and intent.

### **11.7 Waiver**

A failure by any party hereto, to exercise or enforce any rights conferred upon it by this Agreement, shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

## **12. ARBITRATION**

**12.1** This Agreement shall be governed by and is subject to the laws of the Federal Republic of Nigeria.

**12.2** In the event of any claim, dispute or difference (“Dispute”) arising out of or in relation to this Agreement, Parties shall endeavour to resolve the dispute themselves within fifteen (15) days from the date of notification of dispute. Failing settlement by Parties themselves, Parties shall mediate the dispute with the help of appointed professionals on their behalf within ten (10) days. Failing amicable settlement by the appointed professionals, the dispute shall be settled by a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004 and any modification or re-enactment thereof in force at the relevant time. Where parties fail to agree on a sole arbitrator within seven (7) days of the initial proposal of one, the sole arbitrator shall be appointed by the Chairperson of the Chartered Institute of Arbitrators UK (Nigeria Branch). All costs of such arbitration shall be borne by the Parties in equal proportion, unless otherwise determined by the arbitrator.

**12.3** Any matters which require the intervention or any determination by a court, whether prior to, or during or after the aforesaid arbitration, shall be subject to the exclusive jurisdiction of the Courts in Nigeria.



**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorised representatives the day and year first above written.

**for and on behalf of:**

**BLACKLIST LIMITED**

**for and on behalf of:**

***[Insert Company name]***

\_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witnessed By**

**Witnessed By**

**Name:**

**Name:**

**Date**

**Date**

**Signature:**

**Signature:**