

## DEVELOPMENT POLICY

### Website and Portal Development Terms

These Development Service Terms and Conditions (“Terms”) set forth the basis upon which Bosa Technologies Enterprises (“Bosa Technologies”) will provide Development services (“Development”) using project tools (“Bosa Technologies Project Tools”) for specified tasks in times agreed with the customer (“Customer”) for delivery to Customer’s designated attendees (“Attendees”):

- 1. Ordering:** Customer shall provide Bosa Technologies with firm requests for Development via electronic transmission as otherwise required in accordance with Bosa Technologies’ guidelines. Request shall include at a minimum, the project description, work schedule, name and website for the requested development job. All requests placed by Customer shall be governed by these Terms, any terms set forth in Customer’s ordering document in addition to or inconsistent with these Terms shall be of no force or effect. These terms supersede all prior statements, representations, discussions, negotiations and agreements by the parties, both oral and written. All requests are subject to Bosa Technologies’ Acceptance. Development shall commence on the date specified by Bosa Technologies in its acceptance.
- 2. Payment:** Customer agrees to pay for Development according to Bosa Technologies published prices current as of the date of Bosa Technologies Acceptance of Development request, unless otherwise agreed. All payments, whether by Bank Deposit, Wire Transfer, Credit Card, Digital Currency or valid Development Unit or other form acceptable by Bosa Technologies must be received at least 3 working days prior to the commencement of the job. At Bosa Technologies’ discretion, customer may qualify for Bosa Technologies credit terms in which case payment will be due thirty (30) days from date of Bosa Technologies’ invoice. Any overdue amount shall be subject to a finance charge at the rate of 11.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer.
- 3. Responsibility of Customer:**
  - 3.1. Prerequisite requirements:** Bosa Technologies deserves the right to refuse or limit any Development job if a Customer fails to satisfy the requirements for a particular job as published or provided to Customer prior to the start of such job. In such cases no refund or cancellation fee will be paid.

#### **BOSA TECHNOLOGIES ENTERPRISES**

Suite 104, Delta Hotels Building, No. 169/171 Aba Road, P.O. Box 4460, Port Harcourt, Rivers State.

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[www.bosatechnologies.com](http://www.bosatechnologies.com); [info@bosatechnologies.com](mailto:info@bosatechnologies.com)

- 3.2. Abuse of Conduct:** Bosa Technologies deserves the right to refuse, limit or cancel any Development job if a Customer in the opinion of Bosa Technologies has displayed unreasonable behavior or is deemed to be violent, abusive or disruptive. In such cases no refund or cancellation fee will be paid.
- 3.3. Working Condition/Licensing:** Customer agrees that all licenses and facilities to be used for the finished product after Development shall be valid and in good condition.

#### **4. Ownership of Materials:**

Ownership of all copyright and other intellectual property rights in the Bosa Technologies' Project Tools, including all documentation, data, technical information and know-how provided to Customer to aid development remains vested in Bosa Technologies. All such information shall be held in confidence and may not be disclosed or copied to third parties, without the express written permission of Bosa Technologies. Upon payment of all sums due, Bosa Technologies grants Customer a non-exclusive, non transferrable license to use internally any of the Bosa Technologies' Project Tools for the sole benefit of the Customer who requested for the Development job.

#### **5. Cancellation:**

The following cancellation policy shall apply to Development Services:

- 5.1.** If written notice is received in advance at least 60% of job completion time, the Customer is entitled to a refund of fees paid or full development job credit which must be used within 6 working days of the date of the original job for another development offer by Bosa Technologies. Failure to provide written notice in advance at least 60% of job completion time obligates the Customer to forfeit the already paid fees and development job credit.
- 5.2.** Cancellation notices must be e-mailed to [development@bosatechnologies.com](mailto:development@bosatechnologies.com) and a telephone call placed to the Head of Project Development listed at <http://info.bosatechnologies.com/contacts/>. Bosa Technologies is not responsible for any error in the delivery of notices.
- 5.3.** Bosa Technologies deserves the right to amend or cancel the schedule of a development job at any time, including replacing Personnel who may be responsible for developing the job. In the event, a development job is cancelled the Customer is entitled to a full refund. Bosa Technologies shall not be responsible for any other loss incurred by Customer as a result of a cancellation or amendment.

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## Personnel Consultancy Terms

The following terms apply to job development by appointed Personnel:

1. All work is done on a Time and Material basis and all invoices are due on due date specified. Client can choose a weekly or monthly payment plan where applicable.
2. It is Clients' responsibility to respond to queries raised by Bosa Technologies within 2 – 3 days of Bosa Technologies' request to avoid delays in Project.
3. Bosa Technologies does not make any performance guarantee and does not guarantee any delivery date. Client is responsible for working with the resources on the project and providing adequate feedback to ensure the development is on track. If client is unsatisfied with a resource working on his project, then client can recommend replacement or termination of the resource by sending a request to the Head of Project Development. All invoices will be prorated to the day the request was received.
4. Client is responsible for procuring and providing access to licenses for any software needed for this project.
5. If any API or dependencies are due to a third party vendor or component, then it is clients' responsibility for communicating with them as well as for procurement of such components.
6. Client shall not try directly or indirectly to induce the employees or the management team working on the project, to make any alterations in the project or to perform any other related work/project outside the scope of the agreement at an unofficial level.
7. Client does not have the right to hire any of Bosa Technologies' employees/consultants directly and does not have the right to source code, solutions or support if client fails to pay invoices in due time.
8. Client invoice is said to be cleared when the value of the raised invoice is realized by Bosa Technologies' bankers and financial agencies where settlement is done via cheques or money orders, money transfer or bank wire, debit/credit card; or where the cash value is realized and confirmed in either case.
9. The client shall not be entitled to have the access to the source code, solutions or support unless all pending dues are cleared in time.
10. The client shall not be entitled to have the access to the source code while the project runs under lease licenses. Access to the source code is granted when Bosa Technologies issues a license to own the project.

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11. All works and engagement between Bosa Technologies and Client shall be governed by the laws of the Federal Republic of Nigeria.

## **Enforcement Disclaimer**

### **1. Warranty:**

Bosa Technologies warrants that its Personnel are suitably qualified and experienced to perform Development. Except as expressly represented otherwise, and to the extent not prohibited by law, all Development, including any documentation, publications, software programs or code, and other information provided by or on behalf of Bosa Technologies to Customer are furnished on an "AS-IS" basis, without warranty of any kind whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY BOSA TECHNOLOGIES. NO ORAL OR WRITTEN INFORMATION PROVIDED BY BOSA TECHNOLOGIES SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS.

### **2. Limitation of Liability:**

TO THE EXTENT NOT PROHIBITED BY LAW, BOSA TECHNOLOGIES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, ARISING FROM THESE TERMS EVEN IF BOSA TECHNOLOGIES HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT BOSA TECHNOLOGIES SHALL FAIL TO PROVIDE DEVELOPMENT SERVICES IN ACCORDANCE WITH THESE TERMS, BOSA TECHNOLOGIES' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THESE TERMS SHALL BE FOR BOSA TECHNOLOGIES TO USE HER REASONABLE EFFORTS TO REPERFORM DEVELOPMENT WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT BOSA TECHNOLOGIES IS UNABLE TO REPERFORM, BOSA TECHNOLOGIES MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE DEVELOPMENT JOB IN QUESTION, IN FULL SATISFACTION OF BOSA TECHNOLOGIES' OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE BOSA TECHNOLOGIES' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF BOSA TECHNOLOGIES, ITS EMPLOYEES OR AGENTS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID BOSA TECHNOLOGIES. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

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### 3. General:

The laws of the Federal Republic of Nigeria shall govern these Terms and shall be applied as if these Terms were entered into and performed entirely within Nigeria between Nigerian residents. The venue for settling any disputes shall be the courts for the jurisdiction of Rivers State, Nigeria. Neither party shall be liable for any delay or failure to meet its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of these Terms should be held to be enforceable or invalid for any reason, such enforceability or invalidity shall not affect the enforceability or validity of the remaining provisions and the parties will substitute for such provision, an enforceable and valid provision that most closely approximates the intent and economic effect of the unenforceable or invalid provision. No modification to these Terms will be binding unless it is in writing and signed by an authorized representative of this party. Bosa Technologies may use sub-contractors to perform Development. No assignment is permitted by Customer under these Terms and any attempt to assign shall be null and void.

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