

DATA USER LICENCE

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By clicking “signing” at the end of this Licence Agreement, the Licensee will be deemed to have accepted all the terms of this Agreement.

Name of requester.....

Of address/organization

Hereby requests for [Data requested] (the ‘Data’).....

For the purpose of

Expected impact or outcomes of the data use.....

.....

The Licensor hereby permits the Licensee to use the Data pursuant to the terms and conditions set out in this Licence.

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The Licensee shall use the Data in accordance with such manner of use as may be stipulated or permitted under this Licence and the Licensee agrees that it shall derive no title or interest in the Data or any part, set or subset thereof and shall not attain any goodwill in respect thereof. The Licensee acknowledges that the contents and information contained in the Data is the proprietary product of the Licensor with all rights reserved and any unauthorized reproduction or use of the Data shall constitute a material breach of this Licence.

Furthermore, users are encouraged to share a brief report outlining the usage and impact of the data. This feedback provides EFInA with a comprehensive view of the diverse use cases and nuanced impact of the survey data. This, in turn, helps us to further substantiate and fortify the sustainability rationale underlying the survey initiative.

The Licensor's Warranties

The Licensor warrants that:

- a) it has undertaken all reasonable steps to ensure that the Data is free from any known virus; and
- b) the Data is being transferred on an "as is" basis and the Licensor disclaims all representation and warranties, express or implied in respect thereto.

In addition, the Licensor makes no warranties regarding the correctness of the Data and disclaims liability for damages resulting from its use or its derivatives.

The Licensee's Undertakings

The Licensee undertakes –

- a) that no content of the Data, part, set or subset thereto will be published, modified, distributed, displayed, reproduced or copied without the prior written permission of the Licensor.
- b) that all permitted references to the Data in any material or medium must acknowledge and give credit to the Licensor provided that the Licensee shall not thereby or otherwise derive any title, interest, claim, right or goodwill in the same;

Citation format: Access to Financial Services in Nigeria Survey [year]: Accessible at www.a2f.ng

- c) that it shall not in a way use the name of the Licensor or any logotype associated with the Licensor in advertising or public statement or display without the express written consent of the Licensor;
- d) that the Licensor, its officials or agents are also not liable to the Licensee or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages including loss of profits arising from the use of the Data; and

- e) to hold harmless the Licensor, its officials, agents and affiliates against any loss, liability, claim, demand, costs and expenses in connection with the use of the Data.

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Termination,
Revocation and
Return/Destruction
of the Data**

Either party may cancel this Licence by giving at least 60 (sixty) days' written notice of cancellation to the other party.

Either party may terminate this Licence if the other party:

- a) breaches any material provision of this Licence or any amendment thereto, and does not remedy such breach within 30 (thirty) days after receipt of the written notice of breach from the other party; or
- b) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors if such petition or proceeding is not dismissed without prejudice within 60 (sixty) days after filing.

The Licensor may revoke the Licence immediately and without notice where the Licensee does not acknowledge the Licensor as the source of the Data in any products or programmes developed by the Licensee.

Upon the effective date of termination, the Licensee shall cease to use the Data and shall promptly either destroy or return to the Licensor all of the Data in the Licensee's possession or under Licensee's control, or any related documentation, and/or copies thereof, in whole or in part, together with Licensee's written certification issued by a duly authorized officer of the Licensee, that the Data stored in any tangible or non-tangible form in Licensee's possession, or under Licensee's control, and all related documentation and all copies thereof in whole or in part are no longer in use and have been returned to the Licensor.

**Governing Law
and Dispute
Resolution**

This Agreement shall be governed by and shall be construed in accordance with the laws of the Federal Republic of Nigeria. Any disagreement, dispute or difference howsoever arising, from this Agreement, including its interpretation and validity or as to the rights, duties and liabilities of the Parties hereto or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, which cannot be amicably resolved by the Parties within 7 (seven) days shall be referred to arbitration and presided over by a sole arbitrator (selected by the parties) in accordance with and subject to the provisions of the Arbitration and Conciliation Act, chapter A18, Laws of the Federation of Nigeria, 2004. Notwithstanding the foregoing, the Licensor shall have the right to approach a court of competent jurisdiction to obtain injunctive relief for any breach of the provisions of this Agreement by the Licensee.

[NAME OF REQUESTER]

Name:

Title: