

TRANZAKT FINANCIAL SERVICES LIMITED

WEBSITE TERMS AND CONDITIONS

Table of Contents

1. Licence to Use the Website	3
2. Use Of Website	3
3. Age Restrictions	4
4. Website Ownership and Use Restrictions	4
5. Website Security	4
6. Warranty Disclaimer Notice	5
7. Limitation of Liability and Exclusions	5
8. Hyperlinks	6
9. Advertising	6
10. Your Submissions And Information	6
11. Notices	7
12. Indemnity	7
13. General	7
14. Dispute Resolution	9
15. Governing Law	9

Welcome to tranzakt.finance. This website belongs to Tranzakt Financial Services Limited (“**Company**”), a financial technology company operating in Nigeria.

The Terms and Conditions (“**Terms**”) contained herein on this webpage, shall govern your access to and use of this website, including all pages, images, illustrations, designs, photographs, video clips, text, icons, designs written information, and other materials that appear on this website (together the **Website**). Please read these Terms carefully. By accessing the Website, you agree to be bound by the following Terms. If you do not accept any of these Terms, you must immediately discontinue your access to this Website.

By using our Website, you accept these Terms in full.

1. DEFINITIONS

“**Business Partner**” means third-party companies and organizations with whom the Company has a formal agreement to collaborate on services or initiatives offered through the Website.

“**Personal Data**” has the meaning ascribed to it under the Nigerian Data Protection Act, 2023.

2. LICENCE TO USE THE WEBSITE

- 2.1. We grant you a non-assignable, non-exclusive and revocable license to use this Website. This license grant includes all updates, upgrades, new versions and replacement made to the Website. All right, title and interest in and to this Website are and will remain the exclusive property of Company.
- 2.2. If you do not comply with all the provisions, then you will be liable for all resulting damages suffered by you, Company and all third parties. Unless otherwise agreed in writing by Company, you agree not to alter, re-design, reproduce, adapt, display, distribute, translate, disassemble, reverse engineer, or otherwise attempt to create any source code that is derived from this Website.
- 2.3. Any feedback, comments, or suggestions you may provide to us in respect of our Website is entirely voluntary, and we will be free to use such feedback, comments or suggestion as we see fit without any obligation to you.

3. USE OF WEBSITE

- 3.1. You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the use of this Website, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions

at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Website.

- 3.2. You agree not to use the Website other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.
- 3.3. Availability of Website: We may, from time to time, with/ without giving reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Website and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Website.

4. AGE RESTRICTIONS

Use of the Website is limited to authorized visitors that are of legal age and who have the legal capacity to enter into and form contracts under any applicable law.

5. WEBSITE OWNERSHIP AND USE RESTRICTIONS

- 5.1. **Ownership:** Except as otherwise expressly stated herein, the copyright and all other intellectual property in the contents of the Website (including, but not limited to, all design, text, sound recordings, images or links) are the property of Company and/or its affiliated companies ("the **Group**").
- 5.2. **Restricted use**
 - 5.2.1. No part or parts of the Website, or any materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, stored, adapted, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without the prior written consent of Company or the Group.
 - 5.2.2. Save and except with Company's prior written consent, you may not insert a hyperlink to the Website or any part thereof on any other Website, or "mirror" or frame the Website, any part thereof, or any information or materials contained in the Website on any other server, Website or web page.
- 5.3. **Trademarks:** All trademarks, service marks and logos used in the Website are the property of the Group. No license or right is granted and your access to the Website should not be construed as granting, by implication, estoppel, or otherwise any license or right to use any trademarks, service marks or logos appearing on the Website without the prior written consent of the Group. Save and except with prior

written consent from the Group, no such trademark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any Group site or any other site.

- 5.4. We reserve the right to enforce Intellectual Property in the Website to the fullest extent of the law.

6. WEBSITE SECURITY

- 6.1. Users of our Website are strictly prohibited from violating or trying to violate the security features of this Website, such as by: (1) accessing data not intended for that user or logging onto a server or an account which the user is not authorized to access; (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures unless we expressly authorize that user to do so in writing; (3) attempting to interfere with service to any user, host or network, such by means of submitting a virus to this Website, overloading, "flooding", "spamming", "mail bombing" or "crashing"; (4) sending unsolicited email, including promotions and/or advertising of products or services; or (5) forging TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. By using this Website, you hereby agree not to use any device, software or routine to interfere or try to interfere with the proper working of this Website or any activity being conducted on this Website. You further agree not to use or try to use any engine, software, tool, agent, other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search this Website other than the search engine and search agents which we make available on this Website.

7. WARRANTY DISCLAIMER NOTICE

- 7.1. COMPANY IS PROVIDING THIS WEBSITE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED OR ANY IMPLIED OR STATUTORY CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL DATA AND/OR INFORMATION CONTAINED ON THE WEBSITE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. COMPANY MAKES NO WARRANTY THAT THIS

WEBSITE WILL MEET YOUR REQUIREMENTS OR THAT THE WEBSITE WILL REMAIN FREE FROM ANY INTERRUPTION, BUGS, INACCURACIES, AND ERROR.

- 7.2. YOUR USE OF THIS WEBSITE ARE AT YOUR OWN RISK AND YOU ALONE WILL BE RESPONSIBLE FOR ANY DAMAGE THAT RESULTS IN LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THIS WEBSITE, EVECARE, AFFILIATED PARTIES OR OUR CONTENTS WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED.

8. LIMITATION OF LIABILITY AND EXCLUSIONS

- 8.1. YOU AGREE THAT COMPANY OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUPPLIERS OR THIRD-PARTY SERVICE PROVIDERS WILL IN NO WAY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM REVENUE LOSS, PROFIT LOSS, USE, DATA, GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER INTANGIBLE LOSSES (WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT) ARISING OUT OF THIS WEBSITE OR ITS CONTENTS (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR ARISING FROM THE RESULT OF USE OF THIS WEBSITE OR CONTENTS) WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, TORT, CONTRACT, STATUTE OR ANY OTHER LEGAL THEORY.
- 8.2. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES AND THE SCOPE AND DURATION OF SUCH WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS OF LIABILITY MAY NOT, AS A MATTER OF APPLICABLE LAW, APPLY TO YOU IN THEIR ENTIRETY, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. HYPERLINKS

For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties. Such linked websites or content are not under the control of Company or the Group and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree

that your access to or use of such linked websites or content is entirely at your own risk and subject to the Terms of access and/or use contained therein.

10. ADVERTISING

We may attach banners, java applets and/or such other materials to the Website for the purposes of advertising our or our Business Partners' products and/or services. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials.

11. YOUR SUBMISSIONS AND INFORMATION

- 11.1. You grant us a non-exclusive license to use the materials or information that you submit to the Website and/or provide to us, including but not limited to, questions, reviews, comments, and suggestions (collectively, "Submissions"). When you post comments or reviews on the Website, you also grant us the right to use the name that you submit or your username in connection with such review, comment, or other content. You shall not use a false e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may, but shall not be obligated to, publish, remove or edit your Submissions.
- 11.2. You consent to and authorize the use by us of any information provided by you (including Personal Data) for the purposes of sending informational and promotional e-mails to you where you agree. Your agreement shall constitute your consent for the purpose of the provisions of any spam control laws (whether in Nigeria or elsewhere). You may subsequently opt out of receiving promotional e-mails by clicking on the appropriate hyperlink in any promotional e-mail.
- 11.3. You acknowledge that you have read and agree to the Privacy Policy on the Website and consent to our collection, use and disclosure of your Personal Data for the purposes as set out in the Privacy Policy.

12. NOTICES

- 12.1. All notices or other communications given to you if:
 - 12.1.1. communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or
 - 12.1.2. sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left.
- 12.2. You may only give notice to us in writing sent to our designated address or e-mail address, and we shall be deemed to have received such notice only upon receipt.

13. INDEMNITY

By using the Website, you hereby agree to indemnify and undertake to hold Company and the Group harmless against all damages, losses, liabilities, expenses and costs (including legal costs) suffered or incurred by Company or the Group in connection with or arising from your access of the Website and any breach by you of any provision of these Terms. You will indemnify and hold Company and the Group harmless from and against any claim, suit or proceedings brought against Company or the Group arising from or in connection with violations of Intellectual Property or other rights of third parties in relation to your use of the Website.

14. GENERAL

- 14.1. **No waiver:** Our failure to enforce these Terms shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms.
- 14.2. **Severability:** If at any time any provision of these Terms shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms.
- 14.3. **Rights of third parties:** A person or entity who is not a party to these Terms shall have no right to enforce any these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Terms.
- 14.4. **Termination:** In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the Website. We may bar access to the Website (or any part thereof) for any reason whatsoever, including a breach of any of these Terms, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing access to our Website.
- 14.5. **Amendments:** We may by notice through the Website or by such other method of notification as we may designate (which may include notification by way of e-mail), vary these Terms, such variation to take effect on the date we specify through the above means. If you use the after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop access or using the Website and terminate these Terms. Our right to vary these Terms in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms.

- 14.6. Breach of these Terms:** Without prejudice to the Company's other rights under these Terms or applicable law, if you breach these Terms in any way, the Company may take such action as it deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.
- 14.7. **Language:** In the event that these Terms is executed or translated in any language other than English ("Foreign Language Version"), the English language version of these Terms shall govern and shall take precedence over the Foreign Language Version.
- 14.8. **Binding and Conclusive:** You acknowledge and agree that any records (including records of any telephone conversations relating to our Website, if any) maintained by us or our service providers relating to or in connection with the Website shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.
- 14.9. **Sub-Contracting and Delegation:** We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Website and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.
- 14.10. **Assignment:** You may not assign your rights under these Terms without our prior written consent. Any assignment without the prior written consent of the Company or the Group constitutes a breach and the provisions of clause 13.6 above shall apply. We may assign our rights under these Terms to any third party.
- 14.11. **Force Majeure:** We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the contents of the Website if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

15. GOVERNING LAW

The Website is controlled and operated in the Federal Republic of Nigeria ("**Nigeria**"). The use of the Website and these Terms shall be governed by and construed in accordance with

the laws of the Nigeria and you hereby submit to the exclusive jurisdiction of the national and state courts.

16. DISPUTE RESOLUTION

- 16.1. If you have any concern or dispute about the Website or these Terms, you agree to first try to resolve the dispute informally by contacting the Company. Accordingly, You and the Company shall take steps to settle such dispute amicably through mutual negotiations in the spirit of tolerance and mutual respect
- 16.2. In the event that the dispute is not resolved by mutual negotiations within sixty (60) days, the dispute shall be referred either of you or the Company for mediation at the Lagos State Multi-Door Courthouse (LMDC) for resolution under the provisions of Lagos State Multi-Door Courthouse (LMDC) Law 2007 and its applicable rules of procedure including the Practice Direction on Mediation Procedure for the Administration of Mediation Matters at the Lagos Multi-Door Courthouse.
- 16.3. Either of you or the Company may by written notice to the other party, appoint a legal counsel to represent such party in respect of the mediation.
- 16.4. The settlement agreement reached by You and the Company pursuant to the mediation shall be final and binding as soon as same is signed by the You or the Company or their duly appointed representatives.
- 16.5. In the event that the dispute is not resolved by mediation within 3 months of commencement of the mediation, You or the Company may seek redress in a Court of competent jurisdiction in Nigeria.
- 16.6. This clause shall survive the termination of these Terms and shall accordingly apply at all times to disputes and differences of opinion arising between you hereto concerning these Terms.
- 16.7. This clause shall not preclude the Company from obtaining interim relief from a court of competent jurisdiction in Nigeria.