

## TERMS OF USE

Please read carefully the information contained below prior to using our on-line Investment Services.

**Security:** **Kakawa** is committed to maintaining the confidentiality of "Client Information". You can only access the On-Line Investment facilities offered by **Kakawa** where you provide your User Name and Password. You are also required to use a secure internet browser. **Kakawa** will only assign User Names to existing Clients? If you do not have an existing account but would like to establish an account with **Kakawa** or learn more about our other products and services please visit our HOME PAGE

We would ask that you observe the following procedures to protect against fraud

- # Do not give unauthorized person your Account Information, User Name or Password;
- # Keep your Account Information in safe place that is not generally accessible;
- # Do not send privileged Account information (i.e your Account Number or Password) via any public or general E Mail System.
- # Do not leave your PC unattended or placed in a position where it can be easily seen by third parties while you are running the Customer Online Service

## Service Charges

**& Fees:** Please note that certain activities performed using our Customer Online Service may ultimately result in charges being debited to your account(s). All charges made to your account as a result of your online activities will be reflected in the Account Statement prepared and mailed to you.

**E Mail :**The security of E Mail transmission created outside of our online site cannot be guaranteed. We would therefore ask that you do not send us sensitive information such as account numbers, passwords or financial information via any general or public E Mail System. If you wish to contact **Kakawa Discount House Ltd** electronically please use the E Mail forms provided on our Customer Online service Investment site to securely effect the following enquires:

Electronic Fund Transfer Error Resolutions

Reports of Unauthorised Transactions

Contacts in relation to concerns of confidential nature.

**Virus Protection:** **Kakawa Discount House Ltd** is not responsible for and will not under any circumstances accept responsibility for any electronic virus you may encounter while using or trying to access our Interactive Investment service. An undetected or untreated virus may corrupt and / or destroy your programmes, files and even your hardware. Where there is a virus in your system you may unintentionally transmit that virus to every other operating system with which you come in contact. We would therefore recommend that you ensure that, at all times, you have installed on your system an anti- virus protection package, which should be updated, regularly to ensure that it is able to effectively screen all current viruses.

Please note that your password is personal to you and that under no circumstances will any **Kakawa** employee ask that you reveal your password to him/her via the internet or by any other means. If you receive

a request of this type, even if the issuer of such request claims to represent **Kakawa** or any of its subsidiaries do not respond to the request.

## **Kakawa Online Service Access Agreement.**

This Agreement contains the terms and conditions for **Kakawa's** Customer Online Investment Services and is in addition to any other agreements with **Kakawa** including the terms and conditions that govern your (various) account(s) with the institution as well as for any asset backed investment facilitated by **Kakawa**. If there is a conflict between the terms of this Agreement and such other agreements the terms of this Agreement will prevail.

In this Agreement the words "**Kakawa**", "We" and "Us" refer to **Kakawa Discount House Ltd**, its successors-in- title and assigns. The word "you" or "your" as used in this Agreement means each person who has an interest in an account or other transaction which is accessible through **Kakawa's** Customer Online Service and any and all persons who you have authorized to effect such access. "**Kakawa's** Customer Online Service" or "the Services" means the information communications and transactions provided to you by us through our web – site. The services which our Interactive Investment Services provide include but are not limited to account information fund transfers statement/transaction enquiries and downloads for account(s) established with our institution.

When you use our Services or permit a third party to use our Services you agree that you and that party are bound by the terms and conditions of this agreement and any instructional material which we provide in relation to our Service. Your access and use of the services may be effected by the use of certain numbers code marks or signs (hereinafter called "passwords") which are designed to establish your identity and determine the acceptability to **Kakawa** of the electronic communication being generated. Once an electronic communication includes the required password it will be deemed valid and authentic. You also confirm that you intend and agree that such electronic communications will have and be given the same legal effect as written and signed paper communication. You also confirm and agree that electronic copies of communication are valid and that in the absence of proof that the data in such communication has been altered or tampered with you will not contend the validity of the original or the copies.

- 1 **EQUIPMENT AND SOFTWARE** - You confirm and agree that if you access **Kakawa's** Customer Online Service through the use of a personal computer and Modem ("the Equipment") you will:
  - 1# Use such internet Service Provider software products (Software) as may be specified by our institution.
  - 2# Ensure that the Software and any future upgrades are loaded and operational on your Personal Computer and that a modem is used to access the Services through the designated interface Equipment and Software
  
2. **ACCOUNT ACCESS** – To obtain access to the Services you must be an authorized user of the Software you select for use with the Equipment. Accounts which are linked must however have a common owner and signatory. Accounts that require two or more signatures to make withdrawals will not qualify as Eligible Accounts for this purpose as any signatory to the account acting singly must be authorized to access a linked account. Any non-linked Account will not be accessible through the service.

Those accounts that qualify as Eligible Accounts are:

### Investment Accounts.

- 3.# **ACCESS CODES** – To use the Services you will be required to enter your Access Code which consist of

- # **Password**
- # **User Name**

The use of the Access Code is the agreed security procedure for accessing the Services through the Equipment. You agree to keep the Access Code and its components confidential and to use every effort to prevent unauthorized access to your account and unauthorized use of the Services.

- 4.# **AVAILABLE SERVICES:** By entering your Access Code and based on the Equipment and features selected you may obtain access to the following Services:
- i. **Account Information:** This may provide account balances information on uncleared effects and details of cleared transactions for at least the current statement period.
  - ii. **Internal Transfers & Payments:** You may request that the funds be transferred to and from certain **Kakawa** Accounts. These transfers will be subject to any restrictions that would normally apply to transfers of this type that are effected via any other medium.
5. **ELECTRONIC MAIL** - Through the use of certain Equipment and the Software you can use electronic mail to make inquires or resolve problems. However E-mail is not a secure method of communications over the internet and we recommend that you do not send confidential information by E Mail. If you are looking for a secure method for electronically communicating messages please use the E Mail formats on our On-Line Investment Site.
6. **UNATHOURIZED TRANSACTIONS** - Where you believe an unauthorized transaction has or may have been conducted in relation to any of your Eligible Accounts without your permission please call **Kakawa** on **2645480-6** or **fax us on 2645500**.
7. **STATEMENTS** – You will be mailed periodic statements in respect of your Eligible Accounts with the regularity specified in the Agreements governing such accounts. These statements will in addition to reflecting other account activity also include any transfers authorized by you using the service.
8. **BUSINESS DAYS AND HOURS OF OPERATION** - Our business days are Monday through Friday except any day which is declared a holiday by the Federal Republic of Nigeria while our Business Hours are 8.00a.m to 5.00 p.m . Transfers can only be processed during business hours. However you can use your Equipment to access our institution 24hours a day seven days a week except during any special maintenance periods.
9. **YOUR OBLIGATIONS** – You are responsible for any and all transfers you authorize using the Services. You are also responsible for any transfer initiated by another person whom you have permitted to use the Services or your Access Code. If you believe that a third party has

either accessed your Account or has taken your Account codes without your authorization please immediately call **Kakawa** as this could reduce any potential losses you may incur. Please note that a failure to make such report could expose you to substantial losses as in the absence of negligence on our part we cannot be held responsible for any liability that arises from the unauthorized access to your Accounts.

10. **OUR OBLIGATIONS** - We or a third party acting as our agent are responsible for completing fund transfers on time according to your properly entered and transmitted instructions. However neither we nor the service provider will be liable:

- If the credit balance in the account from which the transfer is to be made is not sufficient to effect such transfer or if the account has been closed;
- If you have not complied with the Software or service instructions on how to effect a transfer;
- If you have not given complete, correct and current instructions and consequently we are unable to effect a transfer;
- If withdrawals from any Eligible Account have been prohibited by a subsisting court order;
- If we or our agent have reasonable grounds for believing that the transaction may be unauthorized and consequently do not complete the transaction;
- If your Equipment or the Software is not working properly and you should have been aware of this problem at the time you attempted to authorize a transfer;
- If due to circumstance beyond our agent's control and after taking reasonable precautions we are unable to make a transfer or payment. These circumstances will include but are not limited to computer failure, telecommunication disruptions, postal strikes, labour unrest, delays caused by floods, fires, and other natural disasters.

10. **ELECTRONIC FUND TRANSFER ERROR RESOLUTION** - If you believe your statement is incorrect or you require more information in relation to a transaction reflected on your statement you must contact **Kakawa** within 60 days of your receipt of the first statement on which the disputed item or the item being questioned is reflected. In reporting this error you should provide the following information:

- Your name and account number(s)
- The nature of the suspected error or problem or the information required
- The monetary value of the suspected error.

Where an oral report is made we may request that the complaint/question is sent to us in a written format within 10 business days of our receipt of your oral complaint. The matter will be investigated and we will revert to you within 10 business days. If an error is discovered it will be immediately corrected. In correcting the error we will take such other measures, as we deem appropriate in the circumstances.

11. **LIABILITY FOR LOSS OR ERRONEOUS DATA** – You and/or **Kakawa** are respectively liable and bear the risk of any error or loss of data information transactions or other losses that may arise from failure of your / our respective computer systems or third party communications provider on which you / we each rely. **Kakawa** shall not be liable to you for any damage or

other losses direct or consequential that may arise by reason of your use of your computer system.

12. **CHANGES / INTERRUPTIONS IN SERVICES** - We may on a regular basis undertake maintenance services on our equipment or systems, which could cause interruptions or errors in the Services. We are also at liberty to amend, alter or change the scope of our services from time to time. While we will attempt to provide prior notice of such interruptions or changes, we cannot guarantee that such notice will be provided.
13. **HARM TO COMPUTER SYSTEMS / DATA** – You agree that our liability for virus and other similar harmful components that may enter your computer system while downloading information software or other material from our site shall be limited to the reasonable cost of replacing the lost information software or other materials. We will not be responsible or liable for any direct, incidental or consequential damages that arise from such harmful components. We will however incur no liability at all where it is found that you failed to install recognized virus Protection software.
14. **PERFORMANCE OF SOFTWARE AND ELECTRONIC SERVICES** - Neither we nor our Directors, Officers, Employees or Agents will be liable to you for any services or for any loss of such data even if we had been previously informed of the possibility of such damage. **WE GIVE NO WARRANTIES TO YOU REGARDING YOUR EQUIPMENT OR THE SOFTWARE INCLUDING ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
15. **PRIVACY** - You agree that we may release or assist in the release of credit and other account information to a third party where such information is validly required by law or to process a transaction or resolve dispute. We are also entitled to share information provided by you with our affiliates unless you notify us by E Mail or in writing that we are not authorized to do so.
16. **SECURITY** - You agree to protect the security of your access your numbers, codes, marks, signs and other means of identification as a means of reducing fraud. If we have reasonable grounds for believing that your access codes have been obtained or are being used or may be used by an unauthorized person we reserve the right to block access to the services to maintain or restore security to our site and systems.
17. **OWNERSHIP OF MATERIAL** - The contents and information provided on our web site is **Kakawa's** intellectual property and should not be duplicated or copied in any manner whatsoever without our prior written consent.
18. **SEVERABILITY OF PROVISIONS** - If any provision of this Agreement is void or unenforceable in any jurisdiction it shall be excised from the Agreement in relation to that jurisdiction without affecting the enforcement of the other provisions of the Agreement and the ineffectiveness or unenforceability of the provision shall not affect the enforcement of such provision in any other jurisdiction.
19. **VENUE OF LEGAL ACTIONS** - Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted in the courts of Lagos Nigeria only.
20. **ARBITRATION** - If either you or we have any unresolved dispute or claim in relation to the services or the interpretation of this Agreement such dispute or claim shall be referred to arbitration which shall be conducted in accordance with the Arbitration Act, Laws of the Federal Republic of Nigeria 1990.

- 21. **DEBIT OF ACCOUNT** - Where any instruction or other on-line services generate charges, you agree that we may debit the relevant Eligible Account as we may in our absolute discretion deem fit without requiring your signature in respect of such debit and without prior notice to you.
- 22. **AMENDMENT OF AGREEMENT** - We may amend this Agreement upon giving you at least 30 days notice of such amendment unless the amendment is required by law or any applicable regulation binding **Kakawa**. Your continued use of the service represents your agreement to the changes notified by **Kakawa**.
- 23. **WAIVERS** - We may waive any term or provision of this Agreement at any time and from time to time but such waiver shall not be deemed a waiver of the term or provision in future.
- 24. **TERMINATION** - Either you or **Kakawa** may terminate this Agreement or any Service Provider hereunder at any time upon giving at least ten (10 ) days prior written notice of your intentions in that regard to the other party. Any transfer notices received before the termination notice will be effected unless you advise us otherwise. However transfer notices received after the date of termination or which are designed to take effect after the date of termination will not be effected. We reserve the right to terminate or discontinue our support of any software or equipment without further notice.
- 25. **GOVERNING LAW** - The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Your existing account relationship shall continue to be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.
- 26. **ENTIRE AGREEMENT** - This Agreement represents the entire agreement between you and us and it supersedes any marketing or other similar material pertaining to the Services delivered to you in writing verbally or obtained at our site of internet Service Provider you use.

**We hereby agree with the above Terms & Conditions:**

## **AUTHORISED SIGNATORIES**

**NAME .....**      **NAME.....**      **NAME.....**

**SIGNATURE .....**      **SIGNATURE.....**      **SIGNATURE.....**

**DATE.....**      **DATE.....**      **DATE.....**