

## USER TERMS AND CONDITIONS AND PRIVACY POLICY

**IT IS IMPORTANT THAT YOU READ AND UNDERSTAND OUR TERMS AND CONDITIONS AND PRIVACY POLICY AS BY ACCESSING/USING THIS WEBSITE, YOU INDICATE THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS THEN DO PROCEED WITH THE USE OF THIS WEBSITE**

By using <https://www.creditdirect.ng/> (The Platform) these terms will automatically apply to you – you should make sure therefore that you read them carefully before using the Platform. We are offering you this platform for your personal use without cost, but you should be aware you're not allowed to copy, or modify the Platform, any part of the Platform, or our trademarks or any part of our intellectual property in any way. You're not allowed to attempt to or extract the source code of the Platform, and you also shouldn't try to translate the Platform into other languages or make derivative versions. You hereby represent and warrant that you are above 18 years of age or older or if younger warrant that these terms are reviewed and accepted on your behalf by a legal guardian.

This platform has been developed and is operated and maintained by or on behalf of Credit Direct Limited ("CDL", "we" "our" or "us").

The Platform itself, and all the trademarks, copyright, database rights and other intellectual property rights related to it, belong to CDL.

### Applicable terms

We reserve the right to modify this T&C as required. If the T&C are modified, we will post a clear, easily accessible modification notification on the Platform. If you continue using the Platform, you will be bound by any or all modifications made to it.

### Charges

You may be charged by your service provider for accessing the Platform on your Personal Computer, Mobile phone, tablet or other handheld device (the Device). These may include data charges if you do this outside your home territory. All these charges are solely your responsibility. If you do not pay the bills for your device then we assume that you have the permission from the person that does before incurring any of these charges. We will not charge a separate fee for accessing the Platform.

### Minimum system requirements

The Platform will only work on compatible Devices and operating systems and certain functionality will only work if your Device is connected to the internet. Some features may also only be available with certain operating systems.

### Use of your personal information

Your personal information is processed under applicable law and controlled by or on behalf of CDL Details of the information we collect and how we use it, including where this is shared with third parties is as set out in the privacy policy.

Through your use of the Platform we also collect, store and use your username, language selection, country selection and location data and our use of this personal information is subject to your opt-in choice and the applicable provisions in the privacy policy

Certain functionality of the Platform may need to access your Device and information stored on it so that it works properly. By using the Platform you consent to this.

## Your use of the Platform

You must comply with these T&C as these apply to your use of the Platform. Any violation of these T&Cs may result in the termination of your access to the Platform.

You may only use the Platform for your own personal use and not in connection with any commercial endeavours. You must not copy or modify any part of it in any way

You must not attempt to extract any source code from the Platform, disassemble it or make any derivative versions, or attempt to interrupt or decipher the transmissions between the Platform and our systems.

You must not use the Platform for any of the following purposes:

- (a) anything unlawful or illegal or which is fraudulent or malicious or which promotes any criminal activity or provides information about the same;
- (b) anything which is defamatory, harassing or threatening or which otherwise infringes or violates the rights of others. This includes any information that you may add or upload to the Platform;
- (c) interfering in any way with any other user of the Platform; and/or
- (d) knowingly introducing viruses or other malicious or harmful material or using it in connection with unsolicited communications.

You must not use the Platform in a way that may damage or impair the Platform, the Service or our underlying systems and security.

Security is of paramount importance. You must keep your Device secure and properly close the Platform after each use. You must ensure that any security details account information and all other information that you provide to us via the Platform or otherwise is complete, accurate and up to date.

## Intellectual property rights

The Platform and all copyright, database rights, trademarks and other intellectual property rights related to it belong to CDL or its licensors.

## Our responsibilities to you

While we will endeavour to ensure that the Platform is normally available 24 hours a day, we shall not be liable if for any reason the Platform is not available at any time or for any period. Access to the Platform may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. For the avoidance of doubt, we shall not be liable for any loss or liability which may be suffered or incurred by you as a result of any suspension of, or interruption to, the operation of the Platform.

The Platform, including all content on or available through the Platform, is provided on an 'as is' basis and we do not make any representation or give any warranty in respect of the Platform or any of its content. In particular, but without limitation, we do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, fitness, freedom from viruses or timeliness of the content contained on the Platform. The content of the Platform is not intended as advice and should not be relied upon.

We do not accept any responsibility to you for:

- (a) malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the material you access via the Platform;

(b) any losses or delays in transmission of messages or material you access arising out of the use of any Internet access service provider or mobile network service provider or caused by any browser or other software which is not under our control;

(c) viruses that may infect your computer equipment or other property on account of your access to or use of the Platform or your accessing any materials on the Platform;

(d) any unauthorised use or interception of any message or information before it reaches the Platform or our servers from the Platform;

(e) any unauthorised use of or access to data relating to you or your transactions which is held by us (unless such use or access is caused by our negligence, fraud or failure to comply with laws relating to the protection of your data), to the extent permitted by local law;

(f) any content provided by third parties.

#### Limitations of liability

We and other members of the group and their officers, directors, employees, shareholders or agents, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in any way or in connection with:

(a) the Platform and your use, delay in use or inability to use the Platform or if it does not work as you expect or would like or if it contains any defects or errors and whether or not we correct any of those defects or errors;

(b) your access to and use of any material on the Platform or material linked to or referred to on the Platform; and/or

(c) any loss or damage to your Device or any other hardware or software you use in connection with the Platform, including in connection with any viruses that may affect the same on account of your downloading and use of the Platform.

You acknowledge that use of the Platform is dependent on third parties, including your own network providers, and that we are not liable for any acts or omissions of those third parties.

If we or any of the members of our group companies or their officers, directors, employees, shareholders or agents do have any liability to you for any kind of loss or damage for any reason under or in connection with this T&Cs.

You shall indemnify us (and you shall keep us indemnified) and hold us and our directors, employees, agents and representatives harmless against any claim, loss, expense, liability or damages suffered by us resulting from your breach of these T&Cs.

#### Termination and suspension

We may terminate or suspend your use of the Platform with or without notice at any time and without any liability to you. Upon any termination your right to use the Platform, and any other rights or permissions granted to you in this T&Cs, will end and you must stop using the Platform

#### Law and jurisdiction

These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) will be governed by the laws of Nigeria and the parties agree that the courts of Nigeria will have exclusive jurisdiction to settle any such disputes or claims.

### **Privacy policy**

1. Introduction: This Platform ("Platform") has been developed and is operated and maintained by or on behalf of CDL ("CDL", "we", "our" or "us").

CDL is committed to protecting the privacy of your personal information whilst striving to provide the very best user experience. We want our platform to be safe and enjoyable for everyone.

2. The types of personal information we collect and how we collect it:

- if you enter a promotion or competition run on the platform, we will use your personal information in accordance with the terms of the promotion or competition and this privacy policy.
- if you take part in a poll or survey run in the platform, we will use your personal information in accordance with the terms of the poll or survey and this privacy policy.
- The Platform uses cookies and other tracking technology to collect information about your use of our platform, information about your device such as your device ID, IP address and browser type, demographic data and, if you arrived at the Platform via a link from a site, the URL of the linking page. It may also collect your name, phone number and email address. The data collected through cookies and other tracking technology may be transferred to third parties.

3. How we use the information that we collect

We will use the information collected, as applicable, to:

- provide you with services or information that you have requested or products or services that you have ordered/requested.
- confirm or fulfill an order/request that you have submitted
- inform you if you have won a prize
- monitor or improve the performance of, and products and services
- monitor compliance with our terms and conditions of use of the Platform, enforce our rights and protect the safety of others including investigating and if necessary removing any content about which we receive a complaint
- send you promotional materials or special offers on our behalf or on behalf of our group companies and marketing partners. You can stop receiving this information at any time by following the unsubscribe instructions on the correspondence you receive or by amending your marketing preferences
- for any purpose if we are required to do so by any law or other regulatory or government authority

By providing us with your personal information, you consent to us: (a) processing your information as set out in this privacy policy and in any other manner you expressly consent to; and (b) processing your sensitive personal data (if provided); if necessary for these purposes.

4. Who we may share your personal information with

Agents: we use third parties to perform certain functions on our behalf including fulfilling orders, sending emails, organising and managing competitions, loan recovery, promotions, surveys or polls, removing repetitive information from customer lists, platform analysis and data analysis. They will have access to your personal information if necessary, to perform their function but they cannot use it or disclose it for any other purpose, unless you have specifically given them consent to do so.

Aggregate Information: we may share aggregate, non-personally identifiable information, such as demographics and platform usage statistics, with advertisers, sponsors and other organisations.

Third-Party Ad Serving Services: we may use a third-party network advertiser to serve advertisements within the Platform. Network advertisers are third parties that display advertisements based on the category the Platform falls into. Third-party ad serving enables us to target advertisements to you for products or services you might be interested in. The advertisers and/or sponsors may themselves set and access their own cookies on your device if you choose to have your cookies enabled in your browser.

Third Party Analytics Services: we may use analytics services to anonymously collect and analyse which pages of the Platform are viewed and for how long and which links are followed, so that we can provide more content which is of interest to you.

5. Maintenance and storage of information: Your information is collected, and we store that information on servers which are owned and maintained by or on behalf of CDL and its group companies. We may keep your information for a reasonable period for the purposes set out in this privacy policy.

6. Security: We will adopt appropriate security procedures to help prevent unauthorised access to your information. Neither CDL nor any of its group companies shall be liable for any attempt to hack or crack or otherwise gain access to any of your information on servers owned and maintained by or on behalf of CDL and its group companies.

7. A note for parents concerning privacy: the terms of use and privacy policy for this platform is accepted and activated by a parent/guardian who undertake to supervise the use of same

9. Policy changes: By using this platform you agree to the terms of this privacy policy, our cookies policy and our terms of use. We may amend this privacy policy and/or our cookies policy and/or the terms of use from time to time. If we do so, an updated version will be available through a link in the Platform. You will be bound by the new terms upon your continued use of this platform.

10. User Content We do not endorse any User Content supplied by you or other users; each user is responsible for his or her User Content, and we expressly disclaim any warranty with respect to User Content. We have no obligation to monitor User Content, and we are not responsible for monitoring the Platform for inappropriate or illegal communications by other users. However, we reserve the right to block, remove or edit User Content. We may, in our discretion, choose to monitor or record your interaction with the content you access or with other users when you are using the Platform. You acknowledge and agree that you have no expectation of privacy in any User Content. You retain all right, title and interest to your User Content, except that you grant us a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, irrevocable, worldwide license to use your User Content and any modifications thereto in connection with the Platform without compensation to you. To the extent permitted by applicable law, you waive any moral rights you may have in your User Content (such as the right to be identified as the author).

11. Questions about this platform and the information we hold about you: if you have any general questions about this platform you can contact our customer care via email ..... or telephone .....