

TERMS AND CONDITIONS

Shecluded is a credit inclusion company and by accepting this terms and conditions you agree that you have read these Terms and Conditions. You authorize Shecluded to review your credit report and make use of your personal data as governed by the Laws of the Federal Republic of Nigeria.

By accepting these Terms and Conditions, you have agreed to sign up for our Shecluded account wherein all loan applications will be reviewed and approved. You may also use your Shecluded account to access other services we provide.

You will be asked to provide information (such as your date of birth, a means of identification and your Bank Verification Number) when you apply for loan, as well as your current residential address, and/or any other requirement as may be prescribed by the Central Bank of Nigeria from time to time when you open a Shecluded account. This information shall be used for verification purposes.

In order to ensure that we are able to provide communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on the Shecluded website.

DEFINITIONS;

In this agreement, the terms: “You”, “your”, “Customer”, “Borrower”, “Client” shall mean the person who applied for this Account and agrees to this Agreement while “We”, “us” and “our” and “Lender” shall mean Shecluded.

- “Account” means the Customer’s account with Shecluded
- “Disbursement Date” means the date Shecluded advanced the loan to the Customer’s account
- “Payment Due Date” means the date in which the customer is to pay back

- “Credit Limit” means the maximum credit available to the Borrower on opening an account with Shecluded
- “Loan” means the amount advanced to the Borrower by Shecluded.

USE OF SHECLUDED ACCOUNT

1. You must: (a) accept and agree to these Terms and Conditions; (b) register with us on the Shecluded website (c) be a Nigerian citizen (or a legal Nigerian resident) of at least 18 years of age; (d) have a bank account with a Nigerian financial institution; and (e) provide all information as may be requested by us, such as your name, email address, mobile device number, online credentials for your bank account, and such other information as we may request from time to time (collectively, “Customer Information”).
2. You represent and warrant that all Customer Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your Customer Information.
3. You agree to promptly notify us of changes to your Customer Information by updating your profile on the Shecluded website and to notify us at least five business days before any changes to your bank account information, including, but not limited to, the closure of your bank account for any reason.
4. If we approve your registration, you will be authorized to use the Shecluded account, subject to these terms –
 1. For our compliance purposes and to provide Shecluded services to you, you hereby authorize us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity and bank account information.
 2. When you register on Shecluded website and from time to time thereafter, we may require you to provide and/or confirm information and documentation that will allow us to identify you, such as:

- A copy of your government-issued photo ID, such as a national ID, international passport, permanent voter's card or driver's license;
- A copy of a utility bill, bank statement, affidavit, or another bill, dated within three months of our request, with your name and Nigerian street address on it; and
- Such other information and documentation that we may require from time to time.

CLIENT'S CONSENT

By ticking the **"I agree to the Terms and Conditions"**, on the application form, which you hereby adopt as your electronic signature, you consent and agree that:

1. We can provide materials and other information about your legal rights and duties to you electronically.
2. We can check your credit history with the credit bureau/send your information to them as such.
3. You hereby expressly consent and authorize Shecluded to debit your account and/or authorize us or any of our duly authorized agent or partner to debit your designated bank account, or any other bank account linked to your Bank Verification Number (BVN), for repaying the Loan with applicable interest as and when due
4. We can send all important communications, billing statements and demand notes and reminders (collectively referred to as "Disclosures") to you electronically via our website or to an email address that you provide to us while applying for this loan.
5. We will make the Disclosures available to you from the date it first becomes available, or the date we send you the email to alert you that it was available.
6. By consenting, you agree that electronic Disclosures have the same meaning and effect as if we provided paper Disclosures to you as we are required to do so. When we send you an email alerting you that the Disclosures are available

electronically and make it available online, that shall have the same meaning and effect as if we provided paper Disclosures to you, whether or not you choose to view the Disclosures, unless you had previously withdrawn your consent to receive Disclosures electronically.

7. You grant us permission to use your picture or information for promotional use (subject to review upon request by You).

EVENT OF DEFAULT

Default in terms of this Agreement will occur if:

1. The Borrower fails to make any scheduled repayment in full on or before the payment due date in accordance with the repayment plan given to the Borrower by the Lender;
2. Any representation/information, warranty or assurance made or given by the Borrower in connection with the application for this loan or any information or documentation supplied by the Borrower is later discovered to be materially incorrect; or
3. The Borrower does anything which may prejudice the Lender's rights in terms of this Agreement or causes the Lender to suffer any loss or damage.

In the event of default;

1. the Lender reserves the right to assign its right, title and interest under the Agreement to an external Collections Agency who will take all reasonable steps to collect the outstanding loan amount.
2. The Lender also reserves the right to institute legal proceedings against the defaulting Borrower and is under no obligation to inform the Borrower before such proceedings commence.
3. The Lender shall distribute and use the Borrower's personal information on social media or on other platform as it deems fit.

PRIVACY AND SECURITY.

- **Privacy.** Information about how Shecluded works to protect your privacy can be found in our privacy policy
- **Electronic Communications.** All e-mail sent to and from Shecluded will be received or otherwise recorded by the Shecluded e-mail system and is subject to archival, monitoring or review by and/or disclosure to, someone other than the recipient. Communications through the website may involve the electronic transmission to any e-mail address you provided to us, of information that you may consider to be personal financial information and you agree and consent to such transmission of such information.
- **Confidentiality of Information.** Shecluded has taken reasonable steps to ensure the confidentiality of information taken through the Website and transmitted via the Internet. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.
- **Data Collection.** When you visit the Shecluded website, we collect certain anonymous information about you. We also collect information that you input into our Website. We use this information to better understand our visitors and our business, to provide the services you request, and to enhance the Shecluded service.

GENERAL

1. This Agreement represents the entire understanding between Shecluded and the customer.

2. Any amendment to this Agreement shall be made by Shecluded from time to time and communicated to Customer in writing.
3. The Borrower agrees and undertakes that for the period of this Agreement, the Borrower will not close the Borrower's specified bank account.
4. This Agreement shall be governed and construed under the laws of the Federal Republic of Nigeria and, in the event of a dispute, shall be subject to the jurisdiction of the courts of the Federal Republic of Nigeria.
5. Notwithstanding any other provision in this Agreement, neither the Lender, its affiliates, officers, directors, employees, attorneys or agents shall have any liability with respect to, any claim for any special, indirect, incidental, consequential damages suffered or incurred by you in connection with, arising out of, or in any way related to, a breach of this Agreement.
6. If The Lender does not strictly enforce its rights under this Agreement (including its right to insist on the repayment of all sums due on the Repayment Due Date) or grant the Borrower an indulgence, the Lender shall not be deemed to have waived or lost those rights and will not be prevented from insisting upon its strict rights at a later date.
7. The Lender reserves the right to transfer or assign its rights and obligations under this Agreement (including its obligation to lend money to the Borrower or the amount owed under this Agreement) to another person. The Lender will only notify the Borrower if such a transfer causes the arrangements for the administration of this Agreement to change.
8. The Borrower authorizes and consents to all lawful access, use or disclosure of the Borrower's particulars, data and information in the application by the Lender which may include but shall not be limited to purposes necessary to promote or sustain the business of the Lender; and the Borrower waives any claims the Borrower may have against the Lender arising from any such access, use or disclosure.
9. Shecluded may at any time vary revise these Terms and Conditions by updating this document. You agree to be bound by subsequent revisions and agree to review these Terms and Conditions periodically for changes. The most updated version of

this document will be available for your review under the Shecluded Terms and Conditions link that appears on the website.

INDEMNIFICATION.

You agree to indemnify, defend and hold harmless Shecluded and its affiliates, officers, directors, employees, consultants, agents and licensors from any and all third-party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with the Terms and Conditions.

FAILURE TO COMPLY WITH THESE TERMS OF SERVICE.

Shecluded may suspend or terminate your account and/or deny you access to use the Website, without prior notice, if you engage in any conduct that Shecluded believes, in its sole discretion: (a) violates any term or provision of the Terms and Conditions, (b) violates the rights of Shecluded or third parties, or (c) is otherwise inappropriate for continued access and use of the service. In the event of any suspension or termination, your right to access the Website and your Shecluded account will be terminated terminated.

Contact Us

If you have any questions concerning the terms and condition, please contact us at hello@shecluded.com