

# Terms and Condition of Service

**BY ACCESSING THIS WEB APPLICATION YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE OF THIS WEB APPLICATION.**

**BY CONTINUING ON THIS WEB APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS STATED IN BELOW AND THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AND ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEB APPLICATION FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEB APPLICATION. PLEASE NOTE THAT IF YOU ARE AN EXISTING SAVEASE NIGERIA LIMITED CUSTOMER, THESE TERMS WILL APPLY IN ADDITION TO THOSE CONTAINED IN YOUR ACCOUNT OPENING DOCUMENTATION AND CUSTOMER AGREEMENT. ALL SAVEASE NIGERIA LIMITED PRODUCTS AND SERVICES ARE ALSO SUBJECT TO ADDITIONAL SEPARATE TERMS AND CONDITIONS WHICH GOVERN THEIR USE.**

References to "you" or "your" are references to any person accessing this web-web application.

References to "we", "us" or "our" are references to Savease Nigeria Limited/ Savease Nigeria/ Savease.

References to "Subsidiaries" are references to Savease Nigeria Limited duly incorporated Subsidiary Companies which are in existence from time to time.

References to "Login ID" means the access code with which you access restricted sections of the web application and which is given to you by Savease Nigeria but which cannot on its own be used to access the restricted sections of the web application.

"Password" means the access code with which you access certain restricted sections of the web application and which is known to you only. The Password is used in conjunction with the Login ID.

"Account" means a savings account, vendor account or other account maintained with us at Savease Nigeria Limited.

"Mailing Address" means the customer's mailing address in our records.

"Instruction" means the customer's request to us for banking services.

Unauthorized use of Savease Nigeria Limited's Web application and systems including but not limited to unauthorized entry into Savease Nigeria Limited's systems, misuse of passwords, or misuse of any information posted to this web application, is strictly prohibited.

You acknowledge that Savease Nigeria Limited may disclose and transfer any information that you provide through this Web application to (i) any company that is a subsidiary of Savease Nigeria Limited, its affiliates agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate (including to countries outside West Africa), and by using and providing information through this Web application you agree to such transfers. Use of this Web application may be monitored, tracked and recorded. Anyone using this Web application expressly consents to such monitoring, tracking and recording.

By using and continuing on our web application, you accept these terms, conditions and disclaimer in full; accordingly, if you disagree with these terms, conditions and disclaimer or any part thereof, you must not use our web application.

This web application is provided “as is” without any representations or warranties, express or implied. Savease Nigeria Limited makes no representations or warranties in relation to this web application or the information and materials provided on this web application.

Nothing on this web application constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

## Services on this Web App (Internet Banking)

Savease Nigeria Limited provides certain services on the web application which include but are not limited to

- Make Deposit
- Buy Voucher

The Login ID and Password are required for you to successfully carry out any of Savease transactions listed above

Under no circumstances shall you allow any body access to your account through the service by divulging your Login ID and Password to a third party.

You understand that your Login ID and Password are used to give instructions to Savease and accordingly undertake:

1. That Savease Nigeria Limited is irrevocably authorized to comply with any instructions given to Savease through this web application and it is agreed that such instruction shall be irrevocably deemed to be your instruction.
2. You hereby agree to change your Password immediately you are made aware that it has become known to someone else.
3. Savease Nigeria Limited is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the customer's Login ID and Password and accordingly, Savease shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the customer's Login ID and Password.
4. Savease Nigeria Limited is expressly exempted from any liability arising from unauthorized access to your account and/or data as contained in Savease's records, which arises as a result of your inability and/or otherwise to safeguard your Login ID and Password and/or failure to log out of the system completely by allowing on screen display of your account information.
5. Savease Nigeria Limited is further relieved of any liability as regards breach of duty of secrecy arising out of your inability to observe and maintain the secrecy of your Login ID and Password.
6. Savease Nigeria Limited is further relieved of any liability for loss that may arise as a result of acts of hackers and other unauthorized access to your account via the service.
7. You hereby agree to urgently notify Savease Nigeria Limited immediately upon your suspicion that the confidentiality of your Login ID and Password are compromised.
8. You hereby irrevocably accept responsibility for any fraud, loss and/or liability to Savease or third party arising from usage of your Login ID and Password on this web application.
9. We reserve the right to restrict access to areas of our web application, or indeed our whole web application, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our web application.

You must not:

1. Use our web application in any way or take any action that causes, or may cause, damage to the web application or impairment of the performance, availability or accessibility of the web application;
2. Use our web application in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
3. Use our web application to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
4. Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our web application without our express written consent;
5. Use data collected from our web application for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
6. Use data collected from our web application to contact individuals, companies or other persons or entities.
7. You must ensure that all the information you supply to us through our web application, or in relation to our web application, is true, accurate, current, complete and non-misleading.
8. Republish material from our web application (including republication on another web application);
9. Sell, rent or sub-license material from our web application;
10. Show any material from our web application in public;
11. Exploit material from our web application for a commercial purpose; or
12. Redistribute material from our web application

## Copyright Notices

The works of authorship contained in the savease.ng web application, including but not limited to all design and text, are owned, except as otherwise expressly stated, by Savease Nigeria Limited or one of its subsidiaries and may be copied, displayed or used by you in whole or in part with the express written consent of Savease Nigeria Limited.

## Trademark Notices

The Savease Nigeria Limited logo is a registered trademark of Savease Nigeria Limited.

## Web Content and Materials

The information contained in this web application is believed to be reliable, but Savease Nigeria Limited does not warrant its completeness, timeliness or accuracy. The information on the Web application is not intended as an offer or solicitation for the purchase of Savease Nigeria Limited shares, or any other security.

We reserve the right to change these terms and conditions at any time without notice to you, by updating this posting and your continued access to or use of this web application will constitute your acceptance of any such changes.

## Use of Our Web application

We may in our sole discretion terminate your access to or use of this Web application for any reason, including without limitation where we believe that you have not acted in accordance with the terms and conditions of this Web application.

You agree not to engage in any activities related to the Web application that are contrary to applicable laws, regulations or the terms of any agreements you may have with Savease Nigeria Limited.

Savease Nigeria Limited or its subsidiaries may discontinue or make changes in the information, products or services described herein at any time without prior notice to you and without any liability to you. Any dated information is published as of its date only, and we do not undertake any obligation or responsibility to update or amend any such information.

## Use of Personal Information

By subscribing to our web application, you may from time to time receive our promotional e-newsletters and SMS on happenings in Savease Nigeria and its subsidiaries.

## Disruption of Service

Access to the Web application may from time to time be unavailable, delayed, limited or slow due to, but not restricted to the following factors:

- Force majeure
- Labour Strike Actions
- hardware failure
- software failure
- overload of system capacities
- interruption of power supply or other utilities
- government or regulatory restrictions, court or tribunal rulings, amendment of legislation or other human intervention
- any other cause whatsoever beyond the control of Savease Nigeria Limited.

## Links to Other Web applications

Where we provide links to non - Savease Nigeria Limited internet web applications, such links are provided solely as pointers to information on topics that may be useful to the web applications and such links are not an endorsement by us of any products or services in such web applications. You use such links entirely at your own risk and we accept no responsibility or liability for the content or use of such web applications. We have not verified the truth or accuracy of any content of such web applications and therefore make no warranties whatsoever, either express or implied, concerning the content of such web applications, nor does Savease Nigeria Limited warrant that such web application is free from viruses or other contamination.

No third party is permitted to link any other web application to this Web application without obtaining our prior written consent.

## Commission Charge and Other Charges

Savease Nigeria Limited shall generate its takings through :

1. Commission Fee on every deposit made: There shall be charge deductions on each deposit transaction made through the Savease Platform. The deductions shall be:

$$\Rightarrow \text{N50.00} \quad = \text{N5} \quad (10\%)$$

|             |             |
|-------------|-------------|
| ⇒ N100.00   | = N10 (10%) |
| ⇒ N200.00   | = N20 (10%) |
| ⇒ N500.00   | = N50 (10%) |
| ⇒ N1000.00  | = N50 (5%)  |
| ⇒ N2000.00  | = N80 (4%)  |
| ⇒ N5000.00  | = N100 (2%) |
| ⇒ N10000.00 | =N100 (1%)  |

## Limitation of Liability

Although we have taken all reasonable care to ensure that the information provided on this web application is accurate, we give no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of any such information.

## Savease Nigeria Limited and Third Party Data

Further, Savease Nigeria Limited will not be liable for any errors or omissions in the materials and information provided on the web application or for any delay, difficulty in use, inaccuracy of information, computer viruses, other defect in this web application or your inability to use this web application to your satisfaction. No license to the user is implied in these disclaimers.

Nothing herein shall be interpreted as limiting or reducing Savease Nigeria Limited's obligations to customers in accordance with applicable laws in force in the Federal Republic of Nigeria and banking and other financial institutions regulations that may be laid down from time to time.

Under no circumstances will Savease Nigeria Limited be liable for any lost profits or any form of damages arising out of any use of or inability to use the web application or any portion thereof, regardless of whether Savease Nigeria Limited has been informed of the likelihood of such damages occurring and regardless of the form of action, whether in contract, tort, or otherwise.

## Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## Third Party Rights

These terms and conditions are for our benefit and your benefit, and these terms and conditions are not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

## Copyright Notices

The works of authorship contained in this web application, including but not limited to all design and text, are owned, except as otherwise expressly stated, by Savease Nigeria Limited and must not be copied, displayed or used by you in whole or in part.

## Enforceability

Where any of these terms and conditions are held unenforceable, the remaining terms and conditions shall be unimpaired and the unenforceable terms or conditions shall be replaced by such enforceable term or condition as comes closest to the intention underlying the unenforceable term or condition. These Terms and Conditions shall be subject to any other agreements you have entered into with Savease Nigeria Limited.

## Governing Law

The use of this web application and the terms and conditions of this disclaimer shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria.

## Our details

This web application is owned and operated by Savease Nigeria Limited.

We are registered in Nigeria under registration number RC: 1379881 and our registered office is at Plot I Evo Crescent, GRA II, Port Harcourt, Rivers State of Nigeria.

You can contact us by using our web application contact form, by email to [enquiries@savease.ng](mailto:enquiries@savease.ng) or by telephone on 0700SAVEASE

*It is understood and agreed that money damages would not be a sufficient remedy for any breach of this conditions and that Savease Nigeria Limited shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. In the event of litigation relating to these conditions, the prevailing party shall be entitled to receive reasonable legal fees and costs incurred in connection with such litigation. Nigeria law will govern this terms and conditions thereof.*