

Terms & Conditions

Please read these terms and conditions carefully before proceeding with a Capival product or service either via web or in person. By using this service, you agree to be bound by the terms and conditions stated herein. If you do not agree to the terms and conditions stated, please do not proceed with to view, access or use Capival's products, services and online platform. If you are an existing customer of Capival, these terms still apply alongside the terms stated in your account opening document and customer offer letter. If you have questions about this Agreement, please contact us via email at info@Capival.com

1. The Agreement

This legally binding Agreement describes the terms between Capival Investment Limited ("Capival", "agents", "employees", "we", "us" or "our") and any individual, association, company, corporation, or other entity ("you", "your", "user") who views, accesses or uses Capival's products, services and website.

2. Acceptance of Agreement

By using Capival's products, services and website, you are in unconditional agreement with these terms and agree to abide by them. This Agreement is valid until all financial obligations have been fulfilled and use of the service is discontinued by the user or terminated by Capival if you have breached this Agreement.

3. Modification of Agreement

Capival reserves the right to amend this Agreement by adding, deleting or changing provisions of this Agreement. Should any changes be applied, a notice will be provided on the website or as otherwise required by applicable law. The revised version becomes effective from the time and date stated on the website.

4. Users Consent, Rights and Obligations

- i. You consent that Capival is authorized to obtain your personal information (such as your full name, address, telephone number, government-issued photo ID, employer information, date of birth, bank verification number, online credentials for your bank account and other

information essential to your potential qualification for our products and services made available to you.

- ii. All information provided to us is truthful, accurate, complete and current as at when provided without misinterpretation and falsification of identity and information.
- iii. You agree to notify Capival of any changes made to the personal information provided upon account opening.
- iv. Capival is authorized to use and share data and information spooled from your transaction with affiliated third parties for compliance and verification purposes.
- v. You hereby grant Capival and third-party affiliates as your lawful attorney-in-fact for You, in your name, place and stead to retrieve information, access servers and documents with the full authority to act in accordance with the company's requisites and necessities on your account.
- vi. You agree to notify us immediately in cases of concerns and suspicions that the confidentiality of information have been compromised.
- vii. Your use of the products and services provided by Capival will not be used in an unlawful manner through malicious means such as inputting viruses, harmful data into the website operating system and interference with security via any device.

5. Capival's Rights and Obligations

- i. Capival maintains the right to obtain and not edit nor tamper with information provided by financial institutions associated with your account and third-party websites and databases for any purpose.
- ii. All information provided to us remains a property of Capival and is bound by the Agreement to retain confidentiality.
- iii. This Agreement shall be governed in accordance with consumer protection laws of the Federal Republic of Nigeria.
- iv. We have ensured that all information provided by Capival is accurate. However, we are not liable for omissions in such materials, inaccuracy of information, computer viruses and any other defects that cause inability or hinderance to use service to your satisfaction.
- v. Capival may make changes or discontinue products and services at any time without liability to you and prior notice.

- vi. We may terminate your access to our products and services for any reason where you may have acted in discordance with the terms and conditions herein.

6. Communication and Security

You consent that direct correspondence from Capival to you through phone calls, emails or text messages regarding your account and any other service delivery necessities. To protect your privacy and consumer rights, all correspondence from Capival to you shall not include private information such as your BVN or bank account numbers.

7. Monitoring and Recording

You agree that Capival and any of its affiliates may without notice, monitor or record telephone conversations between you and any agent acting on Capival's behalf for survey, training and quality control purposes.

8. Dispute Resolution

In the event of a dispute, you are encouraged to contact Capival at customer@Capival.com to be provided a quick, neutral and effective means of resolution. Should a dispute be escalated beyond you and Capival, an individual arbitration will be conducted in absence of a court nor jury.

9. Enforceability

This Agreement establishes a mutual understanding between you and Capival regarding products and services offered to you. If any provision of this Agreement is deemed unenforceable, the unenforceable term shall be replaced with the closest in intention to the term stated upon review.

10. Indemnification

You agree to indemnify, defend and hold Capival harmless in all claims, debts, losses, liabilities, demands or damages alleged to have been arising from or in connection with your use of our products and services or violation of this Agreement.

11. Copyright, Trademark and Service Mark Notices

All elements on the website (text, graphics, trademarks, logo, illustration, coordination, computer code and other inclusive elements) in user interface

is owned by or licensed to Capival. All elements are protected by trademark, copyright, patent laws and other intellectual property rights. No parts of the website content may be copied, republished, reproduced, encoded, transmitted, uploaded to any other server, computer or distribution channels without Capival's written permission.