



VFD TECH LIMITED PLATFORM – TERMS AND CONDITION

Welcome to our Terms and Conditions of Use. These terms affect your legal rights, endeavour to read them and treat with utmost importance.

TERMS AND CONDITION

By using our websites [<https://vfdtech.ng>] and all related sites and/or services ["Platform"], you agree to these Terms of Use. The website www.vfdtech.ng/privacy-policy where applicable) are incorporated by reference into these Terms of Use.

This Terms of Use is an agreement between you and **Vfd Tech Limited** ('VFD TECH'). It details our obligations to you. It also highlights certain risks in using the services and you must consider such risks carefully as you will be bound by the provisions of this Agreement through your use of this website or any of our services.

Acceptance of Terms of Use

By accessing, visiting, or using the Platform, you accept and agree to be bound by the Terms. Please read carefully. Further, you shall be subject to any additional terms of use that apply when you use certain products or posted guidelines or rules applicable to our Services, which may be posted and modified from time to time. All such guidelines are hereby incorporated by reference into the Terms.

ANY ACCESS, USE or PARTICIPATION IN THE SERVICES WILL CONSTITUTE ACCEPTANCE OF THE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE SERVICES OR OUR SITE OR MOBILE APPLICATION OR ACCESS OUR SERVICES.

Who May Use Our Services?

You may use the Services only if you agree to form a binding contract with VFD TECH and are not a person barred from receiving services under the laws of the applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, business, or organization, you represent and warrant that you are authorized to do so.

Eligibility

By using the Services, you represent that:

- a) You have attained the age of 18 years;

- b) You are of sound mind and have the capacity to enter into a legally binding contract;
- c) All personal information that you provide about yourself is accurate and true to the best of your knowledge; and you have the responsibility to maintain the accuracy of the information at all times.
- d) You have carefully considered the risks involved with using the Services; and
- e) Your use of the Services does not violate any applicable law or regulation.

You will get a notification when we refuse to make payment and you may contact us [through info@vfdtech.ng](mailto:info@vfdtech.ng) or our other established channels to get clarity and resolve the issuer.

Commented [SHQ1]: Please insert email

VFD TECH will not be responsible for any direct or indirect losses which you may suffer as a result of the exercise of our rights to delay or refuse payments into or from your accounts.

Intellectual Property Protection

Subject to your compliance with these Terms, VFD TECH grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to access and view any content made available on or through the Services and accessible to you, solely for the uses authorised by these Terms and any other Agreement incorporated into these Terms.

The Services, entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) on all our platforms and channels, are owned by VFD TECH, its licensors or other providers of such material and are protected by the laws of the Federal Republic of Nigeria and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. The content/material may not be copied, modified, reproduced, downloaded or distributed in any way, in whole or in part, without the express prior written permission of VFD TECH, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

You may use the Services solely for the purposes authorised and/or to learn about VFD TECH's products and services, and solely in compliance with these Terms; provided that you do not remove any proprietary notice language in our Content or part thereof, do not copy or post such Content or part of Content to any networked computer or broadcast it in any media, make no modifications to any such Content or part of Content and not make any additional representations or warranties relating to the Services or/and VFD TECH's products or/and services.

Prohibited use of the services

By using the Services, you agree that you will not:

- use any of the Services in violation of these Terms;
- copy, modify, create a derivative work from, reverse engineer or reverse assemble the website, the App function, or otherwise attempt to discover any source code, or allow any third party to do so;

- use, display, mirror or frame the Content, or any individual element within the VFD TECH Platform, VFD TECH's name, any trademark, logo or other proprietary information belonging to VFD TECH, or the layout and design of any page or form contained on a page in the Platform, without VFD TECH's express written consent;
- dilute, tarnish or otherwise harm VFD TECH's brand in any way, including through unauthorized use of our Content, registering and/or using the "VFD TECH" name or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to VFD TECH's domains, trademarks, taglines, promotional campaigns or Content;
- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Services or any part thereof;
- Use any page-scrapes, "robots," "spiders," or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, copy or monitor any portion of the Site or the Application.
- Use the Services in any manner that damages, disables, overburdens, or impairs the Services or interferes with any other party's use and enjoyment of any of the Services;
- Utilize the Services for any illegal purpose;
- Attempt to gain unauthorized access to any of the Services;
- Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, or breach the security or authentication measures on the Platform or any network connected to the Platform;
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or any systems or networks connected to the Platform;
- Use any device, software or routine to interfere or attempt to interfere with the proper working of any of the Services.

Third-party services

We may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third- Party Services"). Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

You acknowledge and agree that VFD TECH shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. VFD TECH does not assume and shall

not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Disclaimer & Limitations of liability

To the maximum extent permitted by applicable law, VFD TECH disclaims any and all representations, warranties and conditions relating to the Services and the use of the Services (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

VFD TECH MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE PLATFORM AND THEIR CONTENT FOR ANY PURPOSE. THE SITE, APP AND THEIR CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS OR OTHER ERRORS OR INACCURACIES AND MAY NOT BE COMPLETE OR CURRENT.

IN NO EVENT SHALL VFD TECH BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND REGARDLESS OF THE CAUSE OF ACTION UPON WHICH ANY SUCH CLAIM IS BASED.

YOUR SOLE REMEDY AGAINST VFD TECH FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING ANY OR ALL OF THE AFFECTED SERVICES.

Without prejudice to the foregoing provisions, your use of our site and services is at your own risk. You agree that VFD TECH will no way be liable for (a) any direct, indirect, special, incidental punitive, consequential, punitive, special or exemplary damages or (b) any damages whatsoever in excess of the amount of the transaction or (including, without limitation, those damages resulting from revenue loss of revenues, lost profits, profit loss of, use, data, goodwill, loss of use , business interruption, or any other intangible losses), (whether VFD TECH has been advised of the possibility of such damages or not) arising out of or in connection with VFD TECH's website or services (including, without limitation, use, to inability to use, or arising from the results of use of VFD TECH's website or services) whether such damages are based on warranty, tort, contract, tort, statute, or any other legal theory.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Updates, Modifications & Amendments

We may need to update, modify or amend our Terms of Use as our technology evolves. We reserve the right to make changes to this Terms of Use at any time by giving notice to users on this page.

We advise that you check this page often, referring to the date of the last modification on the page. If a user objects to any of the changes to the Terms of Use, the User must cease using our website and/or services immediately.

Indemnification

You agree to indemnify, defend and hold harmless VFD TECH, its affiliated companies, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Services, or any violation by you of these Terms.

Applicable Law

These Terms of Use shall be interpreted and governed by the laws currently in force in the Federal Republic of Nigeria.

Dispute Resolution

The validity, construction and performance of this Agreement shall be governed by the laws of the Federal Republic of Nigeria.

Parties shall use their best endeavors to amicably settle any dispute or difference of opinion arising from or in connection with this Agreement through mutual discussions in line with our Dispute Resolution and Complaint Management Control Framework.

All disputes should be logged formally by sending an email to support@vbank.ng within 90 days of the transaction date.

Where the Parties are unable to resolve the dispute through mutual discussions, the dispute or difference of opinion shall be referred to mediation conducted by their legal representatives or financial auditors, where financial matters are involved. Failing which the dispute shall finally be referred to arbitration in accordance with the Arbitration and Conciliation Act Cap. A18, Laws of the Federation of Nigeria 2004, or any amendment thereto.

The place of arbitration shall be Lagos State, Nigeria and there shall be a sole arbitrator who shall be appointed jointly by the parties. Where the parties fail to jointly agree on the

appointment, they shall approach the Lagos Multi-Door Court House to appoint a sole arbitrator who shall be competent to adjudicate on the issue in dispute.

The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding between the Parties. The reference of any dispute to arbitration shall not prevent the Parties from seeking any form of protective reliefs/injunctions/specific performance from a court of law via motion or other originating processes for the protection of any res pending the constitution of the Arbitral Panel and/or final award.

Severability

If any portion of these Terms of Use is held by any court or tribunal to be invalid or unenforceable, either in whole or in part, then that part shall be severed from these Terms of Use and shall not affect the validity or enforceability of any other part in this Terms of Use.

Assignment

This agreement is a personal agreement between VFD TECH and you. As a result, you are not allowed to assign your rights under this agreement to a third party. On the other hand, we can and will only transfer any of your and our rights or obligations under the agreement if we reasonably think that this won't have a significant negative effect on your rights under these Terms or if we need to do so to keep to any legal or regulatory requirement.

Waiver

Our failure or delay in enforcing any of our rights under these terms, if you have break the agreement does not amount to a waiver and will not prevent us from enforcing those or any other rights at a later date within the period stipulated by applicable law.

Privacy Policy

You agree to VFD TECH's Privacy Policy, which explains how we collect, use and protect the personal information you provide to us.

CONTACT US

If you have any questions about these Terms, please contact us at info@vfdtech.ng