

CAPSA WEBSITE TERMS OF USE

These Terms of Use (the "Terms") represents a legal binding contract between you and CAPSA Technology Limited ("CAPSA", "we" or "us"). By accessing or using content; services and materials on CAPSA's website located at www.getcapsa.com (the "Website"), any of the services provided therein (collectively, the "Services") and the materials may include logos, text graphics, videos, images, photos, software and other content (collectively, the "Materials"), you agree that you have read, understood, accept and agree to be bound by these Terms. If you do not agree with any of these Terms, do not access or otherwise use the Services.

CHANGES

CAPSA reserves the right, in its sole discretion, to revise or modify the Services, the Materials and/or these Terms at any time, and you agree to be bound by such revisions or modifications. You are responsible for viewing these Terms periodically. Your continued use of the Services after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms. If you do not agree to these Terms, your only remedy is to discontinue your use of the Services.

GENERAL USE

Some aspects of the Services or the Services in their entirety may not be available in all locations, and we may block access to some or all of the Services from certain locations based on your device's geolocation information. We may add to or remove the areas in which the Services are or are not available, are partially or fully available, at any time, without notice to you.

Our site is intended principally to facilitate trade of invoices between willing parties. No information on this website is intended to amount to advice, recommendation or inducement to participate in any trade or deal with any User. Where necessary, Users must seek professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. In particular, please note that we are a technology business, we do not provide trade or financial advice of any kind. We therefore disclaim to the fullest extent possible under law, liability in relation to the foregoing.

By using this website, you represent, acknowledge and agree that you are at least 18 years of age (If you are not at least 18 years old, you are not permitted to use the Services at any time or in any manner) and that you have sufficient understanding of the risks inherent in invoice factoring and the specific Service(s) you are utilizing on the Website .

We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion thereof, and block or prevent your future access to and use of the Services or any portion thereof.

If you violate these Terms, or any of our User T&Cs on the website; CAPSA reserves the right to issue you a warning regarding the violation or to immediately terminate or suspend your use of the Services. You agree that CAPSA does not need to provide you notice before terminating or suspending your use of the Services, but it may provide such notice in its sole discretion.

You agree that you will comply fully with these Terms, User T&Cs and all applicable domestic and international laws, regulations, statutes, guidelines that govern your use of the Services. Without

limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of individuals.

SERVICES

CAPSA has developed Nigeria's first digital invoice factoring platform which provides a marketplace where Vendors can trade invoices to third party Factors for immediate liquidity (usually at a discount to face value). The Factor on the other hand steps into the shoes of the Trader and receives full value of the traded invoice from the Obligor upon maturity of the invoice. CAPSA is a marketplace, it does not provide financial advisory, banking or intermediation service of any sort. All trades and between Users are conducted independently (on an arm's length basis) without any influence from and outside of the responsibility of CAPSA.

CAPSA provides content through its website and other materials which may be circulated via emails or other authorized channels. All contents on the website or materials circulated by CAPSA are copyrighted and/or trademarked work of CAPSA or CAPSA's third-party service providers, suppliers or other users of the Services (collectively, the "Materials"). Materials may include logos, text graphics, video, images, photos, software and other content.

Subject to these Terms, CAPSA hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to use and to display the Materials and to use the Services solely for non-commercial use. Except for the foregoing license, you have no other rights in the Services or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Services or Materials in any manner.

You may use the Materials strictly non-commercial use. You may not: (i) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Services to any third-party; (ii) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services; or (iii) delete the copyright and other proprietary rights notices on the Services.

Except for the limited rights expressly licensed in these Terms, CAPSA and its third-party service providers or suppliers retain all right, title, and interest in Materials and the Services (as applicable).

If you breach any of these Terms, the above license will terminate automatically, and you must immediately stop using the Services and destroy any downloaded or printed Materials.

It is your responsibility to ensure that your computer or mobile device meets all the necessary technical specifications required to enable access to the Services.

PRIVACY

All personal information provided to us, shall be held and used in accordance with CAPSA's Privacy Policy, which constitutes an integral part of these Terms. You agree that you shall at all times supply accurate and complete information to us, and that you shall without need for any request from us; update any information previously provided; promptly after it changes. You represent and warrant that you have full right and authority to provide CAPSA with the foregoing information, including,

without limitation, any third party's consent (to the extent to which you may be contractually bound or as required under any applicable law).

UNAUTHORIZED ACTIVITIES

When using any part of the Services, you agree not to:

- i. Access the Services; if you are barred from using the Services under the provisions of these Terms, our User T&Cs or any applicable law;
- ii. Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except if expressly authorized by CAPSA or by applicable statutory law), modify or alter any part of the Services;
- iii. Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Services or the computers of other users of the Services;
- iv. Violate the contractual, personal, intellectual property or other rights of any party including by using, uploading, transmitting, distributing, or otherwise making available any information or material made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity); Improperly use support channels or complaint buttons to make false reports to CAPSA;
- v. Encourage any third party to: (i) directly or indirectly generate usage, queries, impressions, or clicks through any automated, deceptive, fraudulent or other invalid means; (ii) edit or modify any tag, or remove, obscure or minimize any tag in any way; or (iii) engage in any action or practice that reflects poorly on CAPSA or otherwise disparages or devalues CAPSA's reputation or goodwill;
- vi. Make representations (with respect to CAPSA), which are not approved in advance and in writing by CAPSA. You shall obtain CAPSA's prior written approval to the content of any marketing message, and with respect to any use of CAPSA's trade name and/or trademarks and/or designs in connection with the Services and Materials;
- vii. Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Services;
- viii. Attempt to use the Services on or through any other platform or third-party service provider that is not authorized by CAPSA. Any such use is at your own risk and may subject you to additional or different terms. CAPSA takes no responsibility for your use of the Services through any platform or third-party service provider that is not authorized by it;
- ix. Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Services; and/or
- x. Interfere with the ability of others to enjoy using the Services, including disruption, overburden or aid the disruption or overburdening of the Services' servers, or take actions that interfere with or materially increase the cost to provide the Services for the enjoyment of all its users.

This list of prohibitions provides examples and is not exhaustive or exclusive. CAPSA reserves the right to terminate your ability to use the Services with or without cause and with or without notice, for any reason or no reason, or for any action that CAPSA determines is inappropriate or disruptive to the services or to any other user of the services. CAPSA may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at CAPSA's discretion, CAPSA will cooperate with law enforcement agencies and regulatory bodies in any investigation of alleged illegal activity on the services or on the internet.

You agree to indemnify and hold CAPSA and its officers, directors, employees, consultants, affiliates, agents, licensors, and business partners (collectively, the "Indemnified Entities") harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) CAPSA or any other Indemnified Entity suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Services or the use of the Services by any person on your behalf, violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

DISCLAIMER OF WARRANTIES

Your use of the Services is at your own risk. To the fullest extent permitted by law, CAPSA, its officers, directors, employees, and agents disclaim all warranties, explicit or implied, in connection with the Services, the Materials and your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness. CAPSA has no liability for any loss of, or errors or omissions in the Materials or any other portion of the Services, whether provided by CAPSA, our licensors or suppliers or other users.

CAPSA makes no warranties or representations about the accuracy or completeness of the content of the Services, of the content of any sites linked to the Services, of any Third-Party Materials (as defined below) and assumes no liability or responsibility for any:

- a. Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content, including inter alia, the Materials;
- b. Direct, indirect, special, incidental, punitive or consequential damages, including, without derogating, personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Services;
- c. Any unauthorized access to or use of Third-Party Materials, secure servers and/or any and all personal information and/or financial information stored therein;
- d. Any interruption or cessation of transmission to or from the Website;
- e. Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party; or
- f. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available through the Services.

LIMITATION OF LIABILITY

Without derogating from the abovementioned, in no event will CAPSA, its directors, officers, agents, contractors, partners, consultants and/or employees, be liable to you or any third person, for any indirect, special, punitive, incidental, exemplary, or consequential damages including any lost profits or lost data, arising from your use of the services or the materials on, accessed through or downloaded from the services, whether based on warranty, contract, tort, or any other legal theory, and whether CAPSA has been advised of the possibility of such damages. You assume total responsibility for your use of the services. Your only remedy against CAPSA for dissatisfaction with the services is to discontinue the use of the services.

The foregoing exclusions and limitations shall apply to the fullest extent permitted by law.

THIRD PARTY MATERIALS

You may be able to access, review, display, procure or use third party services, resources, content, information or links to other websites or resources ("Third Party Materials") via the Services. You acknowledge sole responsibility for and assume any and all risks arising from your access to, use of or reliance upon any such Third-Party Materials, or procuring third Party services. CAPSA disclaims any liability that you may incur arising from your access to, use of or reliance upon, procurement of such Third-Party Materials or services through our Website. You acknowledge and agree that CAPSA: (i) is not responsible for the availability, accuracy integrity, quality or lawfulness of such Third Party Materials or the products or services on or available from such Third Party Materials; (ii) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; and (iii) does not make any promises to remove Third Party Materials from being accessed through the Services. Your ability to access or link to Third Party Materials or third-party services does not imply any endorsement by CAPSA of Third-Party Materials or any such third-party services.

These Terms do not authorize you to, and you may not use any Third-Party Materials except as expressly permitted by the owners of such Third Party Materials and such owners may have the right to seek damages against you for any unauthorized use of their Third Party Materials.

Without derogating from any of CAPSA's rights and remedies under these Terms and/or under law, CAPSA will be entitled, at its sole discretion, to immediately discontinue the Services or any part thereof, in the event of any alleged infringement, misappropriation or violation of any rights of any third parties in connection with the Third Party Materials.

You may not use any Third-Party Materials for which you have not obtained appropriate approval to use. CAPSA cannot grant permission to use third party content.

LINKED SITES

The Services may contain links to other websites or resources ("Linked Sites"). The Linked Sites are not under the control of CAPSA and CAPSA is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CAPSA is not responsible for webcasting or any other form of transmission received from any Linked Site. The inclusion of any link does not imply endorsement by CAPSA of the site or any association with its operators. You acknowledge and agree that CAPSA will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in

connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

CAPSA and/or its affiliates retain all rights in the Services' materials (including, but not limited to, platforms, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) (collectively, "Services' Materials"). The entire contents of the Services are protected by applicable copyright, patent, and trademark laws, international conventions, and laws of Nigeria protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Services pursuant to these Terms or otherwise exploit any of the Services' Materials without CAPSA's explicit, prior written consent. The foregoing shall not apply to your own User Content that you post through the Services in accordance with these Terms. All other uses of copyrighted or trademark material, including any derivative use, require explicit, prior written consent from CAPSA. Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your Account as well as severe civil and criminal penalties.

CAPSA and/or its service providers and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Services and Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Services or by accessing any of the Services and Materials, or rights to any derivative works thereof.

If you send or transmit any communications, comments, questions, suggestions, or related materials regarding CAPSA or the Services, whether by email or otherwise (collectively, "Feedback"), such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and CAPSA is free to use, without any attribution or compensation to you, any and all Feedback for any purpose whatsoever. You understand and agree that CAPSA is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

VIRUSES

We do not guarantee that the Website will at all times be free from bugs or viruses. You are responsible for configuring your information technology, computer programme and platform in order to access the Website. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server on which the Website are stored or any server, computer or database connected to the Website.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer

programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

GENERAL TERMS

These Terms, and any disputes arising from or relating to the interpretation thereof, shall be governed by and construed under law of the Federal Republic of Nigeria. Except to the extent otherwise determined by CAPSA, any action or proceeding arising from or relating to this Agreement must be brought in a court in Nigeria, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. CAPSA's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and CAPSA and supersede all prior or contemporaneous negotiations, discussions or agreements between you and CAPSA about the Services. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US

If you have any questions about these Terms, please contact us via hello@getcapsa.com

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