

TERMS AND CONDITIONS OF SERVICE

1. Introduction and Acceptance

These Terms and Conditions constitute a legally binding agreement between you and SecureWaveNG Integrated Solution Limited, governing your access to and use of our website, mobile applications, virtual dollar card services, payment collection services, transaction processing services, and all related financial technology services. Throughout this document, we refer to these collectively as the "Services," and we may refer to ourselves as "SecureWaveNG," "Company," "we," "us," or "our," while referring to you as "User," "you," or "your."

By accessing, registering for, or using any of our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, together with our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must not access or use our Services. These Terms apply to all users of our Services, including without limitation users who are browsers, customers, merchants, vendors, and contributors of content.

2. Definitions

For the purposes of these Terms and Conditions, certain terms have specific meanings that help clarify our agreement with you. An "Account" refers to the user account created by you to access and use our Services. A "Card" or "Virtual Dollar Card" means the virtual payment card issued by us or our card issuing partners for your use in making online and international transactions. The term "Card Network" refers to the payment card network, such as Visa, MasterCard, or others, through which Card transactions are processed. "KYC" stands for Know Your Customer, which is the process of verifying the identity of users. "Services" encompasses all products, services, features, content, and

applications offered by SecureWaveNG. A "Transaction" means any payment, transfer, card purchase, or other financial operation conducted through our Services, and "User Content" refers to any data, information, or materials you provide or upload to our Services.

3. Eligibility and Registration

To use our Services, you must be at least 18 years of age and have the legal capacity to enter into binding contracts under applicable law. You must not be prohibited from using our Services under any applicable laws or regulations, and you must be a resident of a jurisdiction where our Services are available. We take these requirements seriously because our Services involve financial transactions and legal obligations that require users to have full legal capacity.

To access certain features of our Services, you must register for an Account by providing accurate, current, and complete information. This information includes but is not limited to your full legal name, email address, phone number, date of birth, residential address, bank account details where applicable, and government-issued identification documents. The accuracy of this information is essential for us to provide you with our Services and to comply with regulatory requirements.

You agree to complete our identity verification and KYC procedures, which may include providing government-issued identification documents, proof of address documentation, biometric verification, video verification, and additional documentation as may be required by law or our policies. We reserve the right to verify the information you provide and to request additional information or documentation at any time. Your failure to provide requested information may result in suspension or termination of your Account, as we are required by law to verify the identity of our users and maintain accurate records.

If you are registering on behalf of a business entity, you represent and warrant that you have the authority to bind that entity to these Terms, that the business is duly organized and validly existing under applicable law, and that all information provided about the business is accurate and complete. Business accounts carry additional responsibilities and we need to ensure that the person creating the account has proper authorization to do so.

You are responsible for maintaining the confidentiality of your Account credentials and for all activities that occur under your Account. This means you must take reasonable steps to prevent unauthorized access, notify us immediately of any unauthorized access or security breach, and avoid sharing your Account credentials with any third party. Your Account security is a shared responsibility, and while we implement robust security measures on our end, you must also take care to protect your access credentials.

4. Virtual Dollar Card Services

Subject to successful completion of our verification procedures and compliance with all eligibility requirements, we may issue you a Virtual Dollar Card for use in making online and international transactions. Card issuance is at our sole discretion and may be denied for any reason. We may decline to issue a card if you fail to complete KYC verification, if you provide insufficient or inaccurate information, if you have previous account violations or fraud history, if regulatory restrictions apply, or if our risk assessment indicates concerns. This discretionary approach allows us to maintain the security and integrity of our card services while complying with applicable regulations.

Before using your Card, you must activate it through the designated process and fund it by transferring funds from your registered bank account or other approved funding source. You must also comply with all minimum and maximum funding limits that we establish. These requirements ensure that

your Card is properly set up and that you understand how to manage your Card balance.

Your Virtual Dollar Card may be used for online purchases from merchants that accept the Card Network, international transactions subject to restrictions, subscription services, and other transactions as permitted by us and the Card Network. However, your Card may not be used for illegal or prohibited transactions, gambling or betting services unless permitted in your jurisdiction, purchase of cryptocurrencies unless explicitly permitted, money laundering or terrorist financing, transactions that violate our Acceptable Use Policy, or any activity prohibited by applicable law or Card Network rules. These restrictions are in place to comply with legal requirements and to protect both you and our platform from fraudulent or illegal activities.

We may impose limits on daily, weekly, or monthly transaction amounts, per-transaction amounts, number of transactions, funding amounts, and card balance. These limits may be adjusted at our discretion based on your usage patterns, verification level, risk assessment, or regulatory requirements. Transaction limits help us manage risk and ensure compliance with financial regulations while allowing legitimate use of our Services.

You agree to pay all applicable fees associated with your Card, including but not limited to card issuance fees, card funding fees, transaction fees, foreign exchange conversion fees, monthly maintenance fees, ATM withdrawal fees if applicable, card replacement fees, and inactivity fees. All fees are set forth in our Fee Schedule, which may be updated from time to time, and you will be notified of any material changes to fees. Understanding the fee structure helps you make informed decisions about how to use your Card most effectively.

When you use your Card for transactions in currencies other than the Card currency, the transaction will be converted at the exchange rate determined by us or the Card Network, plus any applicable conversion fees. Exchange rates are subject to change without notice, as they fluctuate based on market

conditions. This means that the exact amount debited from your Card may vary slightly from the merchant's displayed price when currency conversion is involved.

We reserve the right to suspend, restrict, or terminate your Card at any time, with or without notice, for any reason. This may occur if we suspect fraud or unauthorized use, if you violate these Terms, if regulatory requirements demand it, for risk management purposes, due to inactivity, or if you fail to comply with verification requests. Upon termination, any remaining balance will be returned to you in accordance with applicable law and our policies, subject to any fees, charges, or amounts owed to us. These termination rights are necessary for us to maintain the security of our platform and comply with our legal obligations.

5. Payment Collection and Processing Services

We provide payment collection and processing services that enable you to send and receive payments, process transactions, and manage financial operations through our platform. These services are designed to make financial transactions convenient and secure for our users while maintaining compliance with applicable financial regulations.

By using our payment services, you authorize us to debit your designated bank account or payment method for transactions you initiate, credit your Account with funds received on your behalf, process refunds, chargebacks, and reversals, and withhold funds as may be required for risk management or compliance purposes. This authorization is essential for us to provide seamless payment processing services and to manage the financial risks associated with electronic transactions.

We will use commercially reasonable efforts to process payments promptly. However, processing times may vary depending on the payment method used, banking hours and processing times, verification requirements, technical

issues, and regulatory requirements. We are not responsible for delays caused by third-party payment processors, banks, or other factors beyond our control. While we strive to process payments as quickly as possible, various factors can affect transaction timing, and we appreciate your understanding when delays occur.

If a payment fails or is rejected, we will notify you and may attempt to process the payment again. You are responsible for ensuring sufficient funds are available in your designated payment method, and we may charge fees for failed or rejected transactions. Failed transactions can occur for various reasons including insufficient funds, technical issues, or bank declines, and maintaining adequate funding helps ensure your transactions process smoothly.

6. Fees and Charges

You agree to pay all fees and charges associated with your use of our Services. These fees may include transaction fees, service fees, processing fees, currency conversion fees, withdrawal fees, and account maintenance fees. Our fee structure is designed to cover the costs of providing our Services while remaining competitive in the market.

We reserve the right to modify our fees at any time, and we will provide you with at least 30 days' advance notice of any material fee changes. Your continued use of the Services after the effective date of fee changes constitutes acceptance of the new fees. This advance notice period gives you time to evaluate how fee changes might affect your use of our Services and to make informed decisions about whether to continue using them.

You authorize us to deduct all applicable fees from your Account balance or charge your designated payment method. If your Account balance is insufficient to cover fees, we may suspend or restrict your Services until

payment is received. This automatic deduction process ensures that fees are collected efficiently while maintaining your access to our Services.

You are responsible for all taxes, duties, and assessments associated with your use of our Services, excluding taxes based on our net income. Tax obligations vary by jurisdiction, and you should consult with a tax professional if you have questions about your tax responsibilities related to using our Services.

7. Prohibited Activities and Acceptable Use

You agree not to use our Services for any unlawful purpose or in any way that violates any applicable law, regulation, or these Terms, infringes on the rights of others, is fraudulent, false, misleading, or deceptive, involves money laundering, terrorist financing, or other criminal activity, facilitates illegal gambling, drug trafficking, or weapons sales, involves the sale of counterfeit, stolen, or prohibited goods, violates intellectual property rights, or involves pyramid schemes, Ponzi schemes, or multi-level marketing. These prohibitions are necessary to maintain the integrity of our platform and to comply with our legal obligations.

You also agree not to create multiple accounts to circumvent restrictions, use another person's Account without authorization, provide false or misleading information, attempt to gain unauthorized access to our systems, interfere with or disrupt the operation of our Services, use automated systems or software to extract data from our Services, reverse engineer, decompile, or disassemble any aspect of our Services, or transmit viruses, malware, or other harmful code. These restrictions protect both our platform and our users from security threats and abuse.

Violation of these prohibitions may result in immediate suspension or termination of your Account, forfeiture of any funds in your Account, reporting to law enforcement authorities, legal action for damages, and permanent ban

from using our Services. We take violations seriously because they can harm other users and expose our platform to legal and regulatory risks.

8. Fraud Prevention and Security

We employ various security measures and fraud detection systems to protect our Services and users. We may monitor your Account and transactions for suspicious activity, including unusual transaction patterns, high-risk transactions, multiple failed authentication attempts, geographic anomalies, and device fingerprinting. This monitoring is conducted using automated systems and helps us identify potential fraud before it can cause significant harm.

You agree to cooperate with our fraud prevention efforts and to provide additional information or documentation upon request. Failure to cooperate may result in Account suspension or termination. Your cooperation is essential because fraud prevention often requires us to verify information quickly, and delays in providing information can increase risks.

If you suspect unauthorized activity on your Account or become aware of any security breach, you must notify us immediately at privacy@securewaveng.com. You are responsible for any unauthorized transactions that occur due to your failure to maintain Account security or to report suspected fraud promptly. Early reporting of suspicious activity helps us prevent losses and protect your Account.

You are liable for all transactions authorized by you, whether or not you intended to conduct the transaction. We are not liable for any losses resulting from unauthorized access to your Account if you failed to maintain adequate security or to report suspicious activity in a timely manner. This allocation of responsibility reflects the shared nature of account security and encourages users to take appropriate precautions.

9. Transaction Disputes, Chargebacks, And Refunds

If you have a dispute with a merchant or other party regarding a transaction, you agree to resolve the dispute directly with that party. We are not responsible for the goods or services purchased using our Services, as we provide payment processing infrastructure rather than acting as a merchant or seller. However, we will assist you in the dispute resolution process where appropriate.

If a chargeback is initiated against a transaction on your Card, we will notify you of the chargeback and may request supporting documentation. The disputed amount may be debited from your Account pending resolution, and you agree to cooperate in the chargeback investigation. You are responsible for any fees associated with the chargeback. If a chargeback is determined in the merchant's favour, the disputed amount will not be returned to you. Chargebacks are a standard mechanism for disputing card transactions, but they involve a formal investigation process that can take time to resolve.

Refunds are subject to the policies of the merchant or service provider, and we will process refunds to your Account upon notification from the merchant. Refund processing times may vary depending on the merchant's systems and our processing procedures. While we process refunds as quickly as possible once notified, merchants control their own refund policies and timing.

If we discover that a transaction was processed in error or that your Account was credited or debited incorrectly, we reserve the right to correct the error by debiting or crediting your Account accordingly. Error correction is necessary to maintain accurate account balances and ensure the integrity of our financial systems.

10. Compliance with Laws and Regulations

We are committed to preventing money laundering and terrorist financing, and you agree that we may conduct ongoing monitoring of your Account and transactions, request additional information or documentation regarding your transactions, report suspicious activity to relevant authorities, and freeze or terminate your Account if required by law. These measures are required by anti-money laundering laws and help protect the financial system from criminal abuse.

You agree to complete and maintain current KYC information, and we may request updated information at any time. Your failure to provide such information may result in Account restrictions or termination. KYC requirements are mandated by law and help us verify that our users are who they claim to be.

You represent and warrant that you are not located in, a resident of, or organized under the laws of any jurisdiction subject to international sanctions, not listed on any government sanctions list, and not owned or controlled by any person or entity subject to sanctions. We reserve the right to immediately suspend or terminate your Account if we determine you are subject to sanctions. Sanctions compliance is a legal requirement and violation can result in severe penalties for both users and our company.

We may modify our Services, these Terms, or your access to our Services to comply with changes in applicable laws or regulations, and we will provide notice of such changes where required by law. The regulatory environment for financial services evolves over time, and we must adapt our Services to remain compliant.

11. Intellectual Property Rights

All content, features, functionality, and materials available through our Services, including but not limited to text, graphics, logos, icons, images, audio clips, software, and data compilations, are the exclusive property of

SecureWaveNG or our licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. These protections ensure that we can continue to invest in developing and improving our Services.

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use our Services for their intended purpose. This license does not include any right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content or materials from our Services, use our trademarks, service marks, trade names, or logos without our prior written consent, or remove any copyright, trademark, or other proprietary notices. This limited license allows you to use our Services while protecting our intellectual property rights.

You retain ownership of any content you submit or upload to our Services. By submitting content, you grant us a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform such content in connection with providing and improving our Services. This license is necessary for us to provide our Services effectively, such as by displaying your profile information or processing your transaction data.

12. Data Protection and Privacy

Our collection, use, and disclosure of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using our Services, you consent to the practices described in our Privacy Policy. We take data protection seriously and comply with all applicable laws regarding the handling of personal information.

We process personal data in accordance with the Nigerian Data Protection Regulation 2019 and other applicable data protection laws. You acknowledge that we may transfer your data to third parties as described in our Privacy

Policy, which may include card processors, issuing banks, payment processors, and other service providers necessary to deliver our Services. These transfers are subject to appropriate safeguards to protect your personal information.

While we implement reasonable security measures to protect your data, we cannot guarantee absolute security. You acknowledge that you provide information at your own risk. No system is completely secure, and despite our best efforts, unauthorized access or data breaches could potentially occur. We maintain robust security measures and incident response procedures to minimize these risks.

13. Disclaimers and Limitations of Liability

We strive to maintain the availability of our Services but do not guarantee uninterrupted or error-free operation. Our Services may be unavailable due to scheduled maintenance, system upgrades, technical issues, force majeure events, or third-party service disruptions. We provide notice of scheduled maintenance when possible, but some interruptions may occur without advance warning.

To the maximum extent permitted by law, our Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, or non-infringement. We do not warrant that the Services will meet your requirements, that the Services will be uninterrupted, timely, secure, or error-free, that the results obtained from using the Services will be accurate or reliable, or that any errors in the Services will be corrected. This disclaimer reflects the reality that no technology service can be perfect or completely free from issues.

To the maximum extent permitted by law, SecureWaveNG, its directors, officers, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not

limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the Services, any conduct or content of any third party on the Services, any content obtained from the Services, or unauthorized access, use, or alteration of your transmissions or content. Our total liability to you for all claims arising out of or relating to these Terms or the Services shall not exceed the greater of the amount you paid us in the 12 months preceding the claim or NGN 200,000. These limitations are standard in the industry and help us offer Services at reasonable prices while managing our business risks.

Our Services may contain links to or integrate with third-party services, and we are not responsible for and do not endorse the content, policies, or practices of any third-party services. Your use of third-party services is at your own risk, and you should review their terms and policies before using them.

14. Indemnification

You agree to indemnify, defend, and hold harmless SecureWaveNG, its parent, subsidiaries, affiliates, officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, arising out of or relating to your violation of these Terms, your use or misuse of the Services, your violation of any rights of another party, your violation of any applicable law or regulation, or any fraudulent or illegal activity conducted through your Account. This indemnification obligation protects us from liability for actions taken by you and ensures that you bear responsibility for your own conduct.

15. Termination

You may terminate your Account at any time by contacting us at privacy@securewaveng.com, and you will remain liable for all transactions and

obligations incurred prior to termination. Termination does not excuse you from fulfilling your existing obligations or paying amounts you owe.

We may suspend or terminate your Account and access to our Services immediately, with or without notice, for any reason, including but not limited to violation of these Terms, suspected fraud or illegal activity, regulatory requirements, prolonged inactivity, risk management purposes, or non-payment of fees. These broad termination rights are necessary for us to manage our platform effectively and comply with legal requirements.

Upon termination, your right to use the Services will immediately cease, we may delete or disable your Account and all associated content, and you remain liable for all obligations incurred prior to termination. Provisions that by their nature should survive termination shall survive, including but not limited to ownership provisions, warranty disclaimers, indemnity, and limitations of liability. Certain obligations necessarily continue even after termination to ensure proper resolution of all matters between us.

Upon termination, we will return any remaining balance in your Account to your registered bank account, subject to deduction of any fees, charges, or amounts owed to us, completion of any pending investigations, compliance with legal or regulatory requirements, and our refund processing procedures. This ensures that you receive funds that rightfully belong to you while allowing us to resolve any outstanding matters.

16. Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of law provisions. This choice of law reflects our location and the regulatory framework under which we operate.

In the event of any dispute, controversy, or claim arising out of or relating to these Terms or the Services, the parties agree to first attempt to resolve the

dispute through good faith negotiation. Many disputes can be resolved through direct communication, and we encourage you to contact us if you have concerns.

If the dispute cannot be resolved through negotiation within 30 days, either party may refer the dispute to arbitration under the Arbitration and Conciliation Act of Nigeria. The arbitration shall be conducted by a single arbitrator appointed in accordance with the rules of the Lagos Court of Arbitration (International). Arbitration provides a faster and often less expensive alternative to court litigation while ensuring that disputes are resolved fairly.

Subject to the arbitration provisions above, you agree to submit to the exclusive jurisdiction of the courts located in Lagos, Nigeria for the resolution of any disputes. This jurisdictional provision provides clarity about where legal proceedings should be conducted if arbitration is not applicable or available.

To the extent permitted by law, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. This class action waiver helps manage our litigation exposure and ensures that disputes are resolved individually based on their specific circumstances.

17. General Provisions

We reserve the right to modify these Terms at any time, and we will provide notice of material changes by posting the updated Terms on our website, sending notice to your registered email address, or displaying a notice within our Services. Your continued use of the Services after the effective date of changes constitutes acceptance of the modified Terms. This modification process allows us to adapt our Terms to changing circumstances while giving you notice of important changes.

These Terms, together with our Privacy Policy and any other agreements referenced herein, constitute the entire agreement between you and SecureWaveNG regarding the Services and supersede all prior agreements and understandings. This entire agreement clause clarifies that these Terms represent the complete understanding between us.

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. This severability provision ensures that the Terms remain effective even if one part is found to be problematic.

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. We may choose not to enforce certain provisions in specific circumstances without giving up our right to enforce them in the future.

You may not assign or transfer these Terms or your Account without our prior written consent, but we may assign or transfer these Terms without restriction. This assignment provision gives us flexibility in managing our business while ensuring that users cannot transfer their accounts to unauthorized parties.

We shall not be liable for any failure or delay in performing our obligations under these Terms due to circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials. Force majeure provisions are standard in commercial contracts and protect both parties from liability for events truly beyond their control.

All notices, disclosures, and communications to you may be provided via the email address associated with your Account, through notifications within our website, mobile application, user dashboard, or other in-app messaging systems, or by any other electronic means permitted by law. Notices shall be

deemed received when delivered electronically through any of these channels. You must send notices to us at privacy@securewaveng.com

These Terms are drafted in English, and in the event of any conflict between the English version and any translation, the English version shall prevail. This language provision provides clarity when Terms are translated into other languages.

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and SecureWaveNG. This clarification prevents any misunderstanding about the nature of our relationship.

18. Contact Information

If you have any questions, concerns, or complaints regarding these Terms or our Services, please contact us at SecureWaveNg Integrated Solution Limited via email at privacy@securewaveng.com.

19. Acknowledgment

By clicking "I agree," registering for an Account, or using our Services, you acknowledge that you have read and understood these Terms and Conditions, you agree to be bound by these Terms, you meet all eligibility requirements, you have the authority to enter into this Agreement, and you understand the risks associated with financial services and virtual cards. If you do not agree to these Terms, you must not access or use our Services.