

1. TERMS OF USE

Please read these terms and conditions ("Terms" or "Terms of Use") of use for this website carefully. By downloading, browsing, accessing or using this website ("**Site**") and any pages thereof, you agree to be bound by the Terms and Conditions herein. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Site and your use of the services offered on the site. Continuous use of the Site will constitute acceptance of these Terms and Conditions, as may be amended from time to time. Not all products and services are available in all geographic areas.

2. DEFINITIONS

The following definitions should be read carefully as they provide important explanation and guidance on interpretation of the language used in this agreement.

Agreement – these Terms and Conditions and any Special Conditions proposed from time to time are accepted by the customer.

Business Day – a day (other than a Saturday and Sunday or Public Holiday) when banks in Nigeria are open for business.

Electronic communications – transmission or reception of electromagnetic signals, signals, writings, images or sounds.

Information – any of the information that can be viewed or downloaded from the Website (including the Platform) and includes, but is not limited to, data, pricing information, Terms, images, reports, policies and software. It also includes our copyright, Intellectual Property Rights, Information Technology or other commercially valuable property.

Information Technology – all computer hardware (including network and telecommunications equipment), databases, and all computer software (including the Platform or any software required for the Platform) owned, used, leased by us.

Intellectual Property Rights – all patents, rights to inventions, copyrights and related rights, trade marks, business names and domain names, rights in get up, goodwill and right to sue for passing off, database rights, right to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, whether registered or unregistered, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim property form, such rights and all similar or equivalent rights or forms of protections which subsist or will subsist now or in the future in any part of the world.

Platform – the internet marketplace operated by us at <https://avacapitalplcgroup.com>.

Privacy Policy – our privacy policy governing the use of your data which can be found at <https://avacapitalplcgroup.com/privacy-policy/>

Services – the services offered to you through the Website or Platform.

"We", "us", "our" – refers to AVA Capital PLC which offers the Service and holds the accounts accessed by the Service.

“You” or “your” – refers to the users of the website.

3. LINKS TO OTHER WEB SITES

Our Service may contain links to third-party web sites or services that are not owned or controlled us.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

4. TERMINATION

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of this Terms of use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

5. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire Agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

6. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 20 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

7. Privacy

Our applicable Privacy Policy(ies) and applicable online security practices applies to use of the Site, and its terms are made a part of these Terms of Use, as the case may be. To view our Privacy Policy, <https://avacapitalplcgroup.com/privacy-policy/>. Additionally, by using the Site,

you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

8. Disclaimers

We do not promise that the site or any content, service or feature of the site will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the site will provide specific results. We do not warrant the accuracy, completeness, quality, adequacy or content of any information or tool on the site or any other webpage or website linked or referenced on the site, nor do we make any representation or warranty as to the results that may be obtained from the use of the site or any other webpage or website linked or referenced on the site.

The site and its content are delivered on an "as-is" and "as-available" basis. All information provided on the site is subject to change without notice. We cannot ensure that any files or other data you download from the site will be free of viruses or contamination or destructive features. We disclaim all warranties, express or implied, including any warranties of accuracy, warranties or conditions of fitness for a particular purpose, workmanlike effort, accuracy, title, quiet enjoyment, no encumbrances, no liens and non-infringement. We disclaim any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the site and/or any of our services. You assume total responsibility for your use of the site and any linked sites. Your sole remedy against us for dissatisfaction with the site or any content is to stop using the site or any such content.

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. We reserve the right to do any of the following, at any time, without notice:

- to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason;
- to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and
- to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

9. Limitation of Liability

We will not be responsible or liable in any way for any direct, indirect, special, incidental, punitive or consequential damages, or any other damages whatsoever, including, without limitation, lost revenues, lost profits or prospective economic advantage, resulting from any use or misuse of the site or any other webpage or website linked or referenced on the site, or reliance on the information, documents, software or content hereof or thereof, even if advised of the possibility of such damages or such are reasonably foreseeable.

10. Web-linking Practices

AVA Capital PLC is committed to providing you with the most complete information possible to help you make sound financial decisions. As a convenience to you, We may provide access to information, products or services offered on websites or Internet resources that are owned or operated by other companies, that are not otherwise affiliate with us ("third-party website"). We provide this access through the use of hyperlinks that automatically move you from and out of our webpages or website (including, as the case may be, the Site) to a third-party website. When you link from our webpage or website (including, as the case may be, the Site) to a third-party website, the linked site may appear in a new browser window or an alert will appear to notify you that you are leaving AVA Capital PLC webpage or website, as the case may be.

Hyperlinks to third-party websites are solely for informational purposes and for use at your own risk. AVA Capital PLC cannot and does not endorse, approve or guarantee information, products, services or recommendations provided at a third-party website and disclaims any and all liability in connection therewith. Because AVA Capital PLC does not control third-party websites, we may not always know when information on a linked third-party website changes. Therefore, AVA Capital PLC is not responsible for the content or accuracy of any third-party website and AVA Capital PLC will not be responsible for any loss or damage of any sort resulting from the use of a hyperlink on its website nor will it be liable for any failure of products or services advertised or provided on these linked third-party websites.

AVA Capital PLC offers hyperlinks to you on an "as is," and "as available" basis. When you visit a third-party website by using a hyperlink on AVA Capital PLC's website, you will no longer be protected by AVA Capital PLC's applicable privacy policies or security practices, as well as other policies. The data collection, use and protection practices of the linked third-party website may differ from the practices of AVA Capital PLC's websites. You should familiarize yourself with the privacy policy and security practices of the linked third-party website before providing personal information. Those are the policies and practices that will apply to your use of the linked third-party website, NOT AVA Capital PLC's policies and practices. In the event you conduct a transaction on a linked third-party website, AVA Capital PLC will not represent either members or the owner of the linked or accessed third-party website.

11. Intellectual Property Rights

All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks on the Site are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

Nothing contained on the Site should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Site without our written permission. Misuse of any trademarks or any other content displayed on the Site is prohibited.

We will not hesitate to take legal action against any unauthorized usage of our trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly

granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

Here are some tips to help you tell if you have left the Site:

- Instead of a AVA Capital PLC Internet address, the URL of the linked third-party website appears in the location box (or address field) of your web browser.
- The linked third-party website is shown in a new browser window. The appearance of the linked third-party website, including its colors and graphic design, is significantly different from the AVA Capital PLC website
- The linked third-party website or webpage does **not** appear in a new browser, but you find one or more of the following:
 - The logo of a different company on the linked third-party website, or the words "Powered by," "Brought to you by," or "Provided by."
 - The layout and content of the navigation tools on the linked third-party website are different from AVA Capital PLC's navigation content or layout.
 - The navigation hyperlink(s) refers to a description of the company that sponsors the third-party website. It may be titled "About (Third Party's Name)"
 - A third party's privacy policy and terms of use statement are identified instead of AVA Capital PLC.
 - Information in the footer at the bottom of the webpage contains information about a company other than AVA Capital PLC.

We are committed to providing you with quality online services. If you find any information on any AVA Capital PLC webpage or website (including, as the case may be, the Site) that you believe to be inaccurate or have concerns about a hyperlink to a third-party website, please e-mail us at the e-mail address below.

12. Violation of These Terms of Use

AVA Capital PLC may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint (including, but not limited to, any governmental or law enforcement inquiry) regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of the Site, including our customers. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request, rules or regulations in relation thereto.

AVA Capital PLC also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. You acknowledge and agree that AVA Capital PLC may preserve any transmittal or communication by you with us through the Site or any service

offered on or through the Site, and may also disclose such data if required to do so by law or if AVA Capital PLC determines that such preservation or disclosure is reasonably necessary

- to comply with legal process;
- to enforce these Terms of Use,
- to respond to claims that any such data violates the rights of others, or
- to protect the rights, property or personal safety of AVA Capital PLC, its employees, users of or visitors to the Site, or the public.

You agree that AVA Capital PLC may, in its sole discretion at any time and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site or for other cause, which includes (but is not limited to)

- requests by law enforcement or other government agencies,
- a request by you (self-initiated account deletions),
- discontinuance or material modification of the Site or any service offered on or through the Site, or
- unexpected technical issues or problems.

13. Dispute Resolution Agreement

To the extent permitted by applicable law, any claim or dispute related to these Terms of Use or your use of the Site or duties contemplated under these Terms of Use, including the validity of this arbitration clause (the "Claim"), shall be settled by binding arbitration administered by the Lagos Multi-Door Court in accordance with the Lagos Multi-Door Court Rules. The arbitration shall be governed by the Lagos State Arbitration Law 2009 to the exclusion of any provision of state law inconsistent therewith or which would produce a different result. A single, neutral arbitrator shall determine the Claim of the parties and render a final award in accordance with the substantive law applicable. Strict confidentiality shall govern any arbitration proceedings, any and all information submitted to the arbitrator by the parties and to the decision or award entered by the arbitrator. Any court having jurisdiction may enter judgment upon the award rendered by the arbitrator. The terms hereof shall not limit any obligation of a party to defend, indemnify or hold harmless another party against court proceedings or other claims, losses, damages, or expenses.

The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to your use of the Site; provided, however, that a party may request temporary remedies in a court of law having competent jurisdiction to maintain the status quo or to protect goods or property until the arbitration has initiated and the selected arbitrator has had the opportunity to resolve the request for temporary relief.

Each party is required to continue to perform its obligations under these Terms of Use pending final resolution of any dispute arising out of or relating to these Terms of Use and your use of the Site, unless to do so would be impossible or impracticable under the circumstances.