

Terms of Use for Consumer Microfinance Bank Ltd Mobile Apps

These Terms of Use ("Agreement") govern the access and use of all mobile applications ("Apps") provided by Consumer Microfinance Bank Ltd ("CMFB" or "we" or "us"). By downloading, installing, or using any of our Apps, you agree to be bound by these Terms of Use. If you do not agree with any of the terms stated herein, please refrain from accessing or using our Apps.

1. Acceptance of Terms

By accessing and using our Apps, you acknowledge that you have read, understood, and agreed to comply with these Terms of Use, as well as any additional terms and conditions that may apply to specific features or services within the Apps. This Agreement constitutes a legally binding contract between you and CMFB.

2. License Grant

CMFB grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use our Apps on your mobile device solely for personal, non-commercial purposes. This license is subject to your compliance with these Terms of Use.

3. User Accounts

In order to access certain features or services within the Apps, you may be required to create a user account. You agree to provide accurate and complete information during the registration process and to keep your account credentials confidential. You are solely responsible for any activity that occurs under your account.

4. Use of the Apps

- a. You agree to use the Apps in accordance with all applicable laws and regulations, and not to engage in any activities that may disrupt, damage, or interfere with the functioning of the Apps or the underlying systems and networks.
- b. You agree not to use the Apps for any illegal, fraudulent, or unauthorized purposes.
- c. You acknowledge that CMFB may collect and use certain personal information and data as outlined in our Privacy Policy, which is incorporated by reference into these Terms of Use.
- d. You agree not to reverse engineer, modify, distribute, sell, lease, or sublicense the Apps or any part thereof.
- e. You acknowledge that CMFB may modify, update, or discontinue the Apps or any features within the Apps at any time with adequate notice to its user.

5. Intellectual Property

All intellectual property rights in the Apps and any related materials, including but not limited to copyrights, trademarks, and trade secrets, are owned by CMFB or its licensors. You agree not to infringe upon these rights and not to use any CMFB trademarks or logos without our prior written consent.

6. Third-Party Content and Services

The Apps may include content or services provided by third parties, including links to third-party websites. CMFB does not endorse or assume any responsibility for the accuracy, reliability, or legality of such content or services. Your interactions with third parties through the Apps are solely between you and the third party.

7. Limitation of Liability

To the extent permitted by applicable law, CMFB shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or inability to use the Apps, even if CMFB has been advised of the possibility of such damages.

8. Indemnification

You agree to indemnify, defend, and hold CMFB and its affiliates, directors, officers, employees, and agents harmless from any claims, damages, losses, liabilities, and expenses arising out of or in connection with your use of the Apps or any violation of these Terms of Use.

9. Governing Law and Dispute Resolution

This Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria. The Parties shall comply with all applicable laws and regulations including regulations, frameworks, circulars, guidelines and letters issued by the Central Bank of Nigeria. The said dispute shall be referred to a single arbitrator jointly appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act Cap.19, LFN 2004.

10. Amendments

CMFB reserves the right to modify, update, or change these Terms of Use at any time. Any changes will be effective upon posting the revised version of the Agreement within the Apps. Your continued use of the Apps after the changes will signify your acceptance of the modified Agreement.

11. Severability

If any provision of these Terms of Use is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement

These Terms of Use constitute the entire agreement between you and CMFB regarding the subject matter herein and supersede any prior agreements or understandings, whether oral or written.

Please read these Terms of Use carefully before accessing or using any of our Apps. If you have any questions or concerns regarding these terms, please contact us at contactus@consumermfb.com.ng