

TERMS AND CONDITIONS

This website is owned and operated by United Capital Plc (the “**Company**”), a company listed on the Nigerian Stock Exchange (“**NSE**”) and a Capital Market Operator regulated by the Securities and Exchange Commission (the “**SEC**”).

1. AGREEMENT AND ACCEPTANCE

All intending users and users are advised to read these terms and conditions carefully before using the features of this website. Using this site indicates acceptance of these terms irrespective of whether you sign up for use of this site or not. Where these terms are not agreeable to you, please do not proceed to use this site.

These terms and conditions may be revised/updated from time to time. Kindly ensure you check regularly for any notification of an update/change to these terms. Kindly endeavor to review same as they will be binding on you if you continue to use this site after such change.

2. CONTENTS

The Company maintains all copyrights and other Intellectual property rights with respect to materials, logos, graphic designs and other works on this site.

All materials contained on the site are the Company's registered/unregistered trademarks or those of third-parties. Please note that being a user on this site does not grant you the right to use any of the trademarks or Intellectual Properties without the prior written consent of the Company.

Regardless of the existence of Copyright(s), the Company remains the owner/custodian of all the materials on this site. You are not entitled to any right or title to the materials thereof.

3. WHAT CAN I DO? /FEATURES

This site has various features that enable users to carry out transactions such as but not limited to the following:

- i. Account opening;
- ii. Accounts Funding;
- iii. Withdrawals;
- iv. Subscriptions and redemptions;
- v. Equities trading;
- vi. Stock pricing list;
- vii. Recurrent payments;
- viii. Transactional and executorial functions;
- ix. Simple wills;
- x. Chat room.

The features listed above can only be accessed by registered users of this website. A visitor may thus have access to general information but will not be able to carry out transactions of any kind.

4. REGISTRATION/SIGN ON

To access the features of this site, an intending user will need to open an account by selecting the type of account (s) you wish to open. On successful completion, an initial email will be sent informing the user that an account has been created. A second email will be sent stating the details of the account.

An activation request email may be generated by the system to the user which expires after 24hours.

Alternatively, log in details can be requested for by clicking on the "Request a login" on the welcome page of this site. An email will be sent to your registered email address advising on the steps to take.

Please ensure you use a strong password and avoid sharing same with third parties. Also, please use secure connections when signing in to prevent unauthorized access to your account. You have the sole responsibility of ensuring your password is secure.

Registration on this website is limited to a single user. No multi-party user registration is allowed.

5. SERVICE ACCESS

Although this site will be accessible 24 hours every day of the week, we will not be liable if it becomes unavailable. Where there is a system failure, malwares, maintenance, upgrade or for reasons beyond the Company's control, access may be suspended provisionally without notice. Kindly use alternate means of transacting (email, phone call (s) or physical visits) to mitigate any losses that may accrue due to such downtime.

With respect to equities trading, the trade instructions/mandates hit the trading portal of the Nigerian Stock Exchange. The trading times are from **10:00 am to 2:30 pm Mondays to Fridays** only. Instructions sent outside these times will not be processed until the trading resumes.

6. USER CONDUCT

Users of this site should ensure correctness and accuracy of the information they provide as this will be used in processing their transactions.

Users are implored to avoid using any harmful device that has been exposed to malware such as trojan horses, viruses, worms, harmful components, corrupted data or malicious software on this site.

The Company may terminate your use of this site automatically where you breach any of the terms and conditions of use thereof.

7. SENDING AND PROCESSING INFORMATION

Instructions, activities and transactions received from you after you log on with your registered Log on details (Username and Password) will be deemed received from you and will be taken as being authorized by you and intended to have legal force and effect.

8. CONFIRMATION OF RECEIPT OF INSTRUCTIONS

Transaction instructions are deemed received only when the Company has confirmed receipt. Where no confirmation of receipt of instruction is received, please check your account or contact our customer service (customerservice@unitedcapitalplcgroup.com) before resending the instruction to prevent duplication of instruction as the initial instruction may still be processed. The Company will not be liable for any duplicated transaction where it did not confirm receipt of the instruction (s).

9. PLACING AND CANCELLATION OF EQUITIES TRADING ORDERS

Please be informed that for equities trading, instructions are linked directly to and executed on the NSE trading portal. The Company will not be liable for any incorrect instruction given with respect to such transactions.

The Company will not be liable for any failure to cancel a trading instruction (s) placed on this portal that has hit the NSE trading portal before the cancellation request was made.

Users are implored to ensure the correctness of their instructions before inputting same on the portal.

10. NO SOLICITATION

Unless otherwise expressly stated, all communication on this site simply represent an invitation to do business with us. Where we intend to offer, sell or enter into any transaction with you, same will be clearly stated.

11. FEES/CHARGES

For funding of your United Capital Securities Limited Account, a **1.5% fee** of the funding or a maximum of **₦2000.00** cap will be charged to the user by the payment gateway as service charges for each transaction

Any attempt to make transactions from unfunded accounts or with insufficient funds will be rejected. Users are encouraged to ensure their accounts are adequately funded for each transaction.

12. LIABILITY FOR THE USE OF THE WEBSITE (INDEMNITY)

Users are advised to check carefully before transacting or investing in any product as the information on this site may not always be up to date or complete. The Company will not be liable for any losses where a user fails to carefully check unless the information the Company put on the site was false or misleading without the correct information being provided by the Company before completion of such transaction. If unsure of the products and services you want to subscribe for, please contact us or an independent financial adviser or broker.

The Company will take reasonable care to check the reliability of the information provided by third party sites linked through this website, we do not however have control on their contents and will not be responsible for losses incurred because of the use of such websites.

13. CAPACITY TO ENTER INTO AGREEMENT

For you to have legal capacity to use this site. you must be 18 years and above and of sound mind. Anyone below this age stipulation who wishes to use this site must enlist the help of a parent or guardian until such user attains the age of 18 years.

14. DISCLAIMER

Please note that the information contained in this site are also for general purposes. Therefore, we shall endeavour to keep all such information up to date and correct. However, we make no warranties of any kind, either expressly or impliedly about the accuracy, completeness, suitability or availability with respect to the site or information on this site or other products, services, or related graphics contained on this site. Consequently, any reliance placed on such information is strictly at the risk of the person.

The Company will not be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever, arising from loss of data or profits arising out of or in connection with the use of this site. In addition, we shall endeavour to keep this site up and running smoothly. However, we would neither be liable for nor take responsibility where this site is temporarily unavailable due to technical hitches beyond our control.

Kindly ensure that all passwords and personal information or log in details are kept secure as the Company will not be liable for any loss or damage caused by any use of your log in details in connection with the use of this site.

15. DISPUTE RESOLUTION

All disputes and claims arising from this Agreement shall be resolved by Arbitration by a single Arbitrator in accordance with the Arbitration and Conciliation Act CAP A18, Laws of the Federation of Nigeria 2004, which Rules are deemed incorporated by reference to this Clause.

The Arbitrator shall be appointed by the agreement of the Parties, failing which such appointment shall be done by the Chairman (for the time being) of the Nigerian Branch of the Chartered Institute of Arbitrators (UK), on the application of any Party. The seat of Arbitration shall be Lagos, Nigeria, and the language to be used in the arbitral proceedings shall be English.

The Arbitrations Rules, Procedures and Award shall be binding on the Parties. The Award shall be delivered within 3 (Three) Months after the appointment of the Arbitrator or within such period as may be agreed upon by the Parties. The fee of the Arbitrator shall be borne equally between both Parties. However, each Party shall bear its own cost and lawyer's fees.

The Arbitrator shall have the power to give default judgment where both Parties fail to make submissions within the stipulated notice period or on failure to appear for Arbitration.

Any party dissatisfied with the decision of the Arbitrator can refer the matter to the Securities and Exchange Commission.

16. GOVERNING LAWS AND JURISDICTION

These terms and conditions shall be governed and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.