



Welcome to SAMTL Mobile App!!!

SAMTL Mobile App is a financial services platform incubated by Sterling Asset Management & Trustees Limited (Mobile App). These legal terms and conditions is a contract between you and Sterling Asset Management & Trustees Limited (“we” “us” “ours” or “SAMTL”), governing your use of SAMTL Mobile App and the services made available to you thereon and you agree to them by installing SAMTL Mobile App and accessing any of the services or products offered on SAMTL Mobile App. We advise you to read this Terms of Use (“App Terms”) along with our Privacy Policy to learn how we handle your data. If you do not agree to this Terms of Use, you may not be able to access or to use any part of the SAMTL Mobile App platform.

By accessing this application, you are deemed to have read and agreed to the following terms and conditions below. These Terms and Conditions are subject to change without prior notice, from time to time in our sole discretion. You are responsible for being familiar with the current version of these Terms and Conditions posted on the application during each visit.

If you do not wish to be bound by these terms and conditions, do not access this application.

For purposes of these terms and conditions, “Client”, “You” and “Your” refers to you, the person accessing this Application and accepting the Company’s terms and conditions. “The Company”, “Ourselves”, “We” and “Us”, refers to Sterling Asset Management & Trustees Limited and “Party”, “Parties”, or “Us”, refers to both the Client and the Company, or either the Client or the Company.

We may provide certain services to you by means of electronic links or systems and where this is the case the provision of such services will be subject to the terms of any agreements) and disclaimers) set out on such electronic links or systems or otherwise notified to you. Without limiting the circumstances in which such agreements) and disclaimers) are binding on you, they are made binding on you by these Terms. These Terms will also supplement such agreements, and disclosure(s) (to the extent they do not conflict with such agreements) or disclaimer(s). These Terms together with any other agreement, notice, disclaimers, disclosure or other special terms and conditions, shall together constitute the terms of business which shall govern the provision by us to you of any regulated, non-regulated or ancillary activity.

You are strictly prohibited from unauthorized use of our systems or this Application, including but not limited to unauthorized entry into our systems, misuse of passwords, or misuse of any information posted to this Application.

Definition of Terms

In this document:

"Account" means a SAMTL investment account that can be accessed on the Platform.

"CBN" means Central Bank of Nigeria

"Electronic Access Device" means a personal computer, telephone, mobile phone, personal digital assistant or any other electronic device, including wireless devices that will allow you to access to the Platform.

"Fees" You may pay fees when you make transactions/transfers, these fees are displayed on the Platform before any transaction is authenticated. You can also reach our call centre for details.

"Insufficient Funds" If there are insufficient funds in an account, we will not act on your Payment instruction.

"PIN/Password" means the confidential personal identification number you select to identify yourself and to confirm Transactions on the Platform or conjunction with a card.

"Password and PIN Security" Your Password, PIN and Identification Question must be unique and not easily guessed. You must always keep your Password, PIN and Identification Questions strictly confidential.

"Security Information" mean the information we request from you (including through the App or when we open your SAMTL Mobile App account) to ensure your account and your use of the App remain secure.

"Transaction" means any loading of funds from a Funding Source to an account/wallet, any offloading of funds from an Account and any Payment or financial activities done on the Platform involving Savings, Investment, Insurance, Payment or any other financial Services that may be introduced by the Bank from time to time.

"Transfer" can be in the form of transfer of funds between your accounts, or to other beneficiaries with SAMTL Mobile App or other banks.

"You", "Your", "Yours" or "User " means the person who has downloaded the Platform and is using the Platform.

1. App Terms

We grant you a non-exclusive, non-transferable, royalty-free licence to use the App and software embedded in it to open and manage your account. This licence will terminate immediately when you delete the App.

You can access the SAMTL Mobile App platform on iOS and Android OS devices.

We may update the App to add and improve its functions. Depending on the update, you may not be able to use the App until you have downloaded the latest version and accepted any new or additional terms. Also, if you do not (or you do not upgrade your phone's operating system to the latest version available), certain features of the App may not work as intended. We are not responsible for the performance of the App on your phone if you do not update the App or your phone's operating system to the latest version available.

The App is provided for convenience. You acknowledge that the App (and the services/products provided through the App) is dependent upon other third parties services. We

will try to ensure that the App services are available to you at all times, though we do not promise that it will always be available or work perfectly (for example, in the case of maintenance, fraud, or a fault in the systems used to provide the App). These events are sometimes outside of our control.

2. Eligibility to Use the Platform

We are legally required to get to know you before we can open an account for you. That's why we ask you for your personal details and documents during our registration process.

To be eligible to use the Platform you must be a Nigerian citizen and must be 18 years or older. Any access to or use of this App by anyone under 18 years is expressly prohibited. By accessing or using this App you represent and warrant that you are 18 years or older.

3. Things you must NOT do

You must not do any of the following:

- install the App on, or transfer the App to, anyone else's phone or device;
- translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the App or assist anyone else to do any of these things;
- use the App in any unlawful manner or in contravention of any term of your agreement with us;
- collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from our systems;
- create derivative works of the App; rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- make alterations to, or modifications of, the App, or permit the App to be combined with, or become incorporated in, any other programs.
- upload any content, which is or may be considered violent, threatening, liable to incite racial, religious or tribal hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane or which may cause annoyance or inconvenience to any other person; or
- share your password, pin or any other security detail, with any other person.

4. Security

When you download the App, you will be required to provide certain Security Information on SAMTL Mobile App

You are responsible for keeping your phone, the App and the Security Information secure and safe. You must let us know as soon as possible if you think anyone else has your Security Information or has otherwise managed to unlawfully access your account. We will never ask you for your passcode, PIN or password either via email or any other medium so you must not share these with other people, even if you think they work for us. You will only require your PIN or password to enable you complete or authenticate a transaction on the platform. You agree not to disclose your password or PIN to any other person and shall remain liable for any unauthorized disclosure, loss or compromise of your PIN or password.

You are responsible for (and agree to hold us harmless from) unauthorized access or changes to, or transactions on, your account(s) resulting from shared access to your device or other people having access to your App's Security Information.

5. Identification and Verification

You agree to cooperate with all requests made by us to identify you and verify your identity and we may make this conditional for granting you access, or continued access, to the App or parts of its functionality. This verification may include asking you for information so we can identify you, requiring you to take a photo of your identification documents or provide copies or the original for sighting. We may verify your information against third party databases or through other sources.

You must ensure the information in your App is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may require you to update this information and we may require you to go through the identification and verification process again.

6. Services / Functions of the app

The App includes the following major functions:

- Account opening
- Investments
- Payments

Account Opening

The mobile app's Account Opening feature requires users to provide necessary information and complete the Know Your Customer (KYC) process in line with our regulations. By doing so and agreeing to our terms and conditions, users can securely create their personal accounts and access various services offered by the app. KYC helps verify user identities and prevent fraudulent activities, ensuring a safe and trustworthy platform for all users.

Investment

The Investments feature enables users to explore investment opportunities through the mobile app. Users may have access to various investment products and tools that can help them make informed decisions. While we strive to provide reliable information, it is crucial for users to

understand that all investments carry inherent risks, and they should exercise caution and seek professional advice before making any investment decisions.

Payments

When you initiate a payment by entering the required details into the App you explicitly consent and authorize us to make the payment to the account details you have provided. It is your responsibility to check all details are accurate as SAMTL Mobile App cannot validate or check these details. If you think that a payment initiated through SAMTL Mobile App may have been incorrect, unauthorized, or not properly executed (perhaps due to delay or other error), then you need to: contact us immediately via our customer care team at customercare@sterlingassetng.com so that we can investigate and stop the payment if possible.

Payment Instructions

Instructions received on a weekend or public holiday will be taken as received on the following business day and treated accordingly.

You are responsible for ensuring that SAMTL is in receipt of any instruction and that instructions are clear and intelligible. Except to the extent that SAMTL acted with gross negligence or with fraudulent intent, SAMTL will not be liable for your failure to comply with this clause.

You agree that SAMTL shall be entitled, but is not obliged, in its discretion to confirm or authenticate any instruction which is not given online prior to effecting any transaction. SAMTL shall not be liable for any delay in giving effect to any instruction as a result of exercising its right to confirm or authenticate an instruction, provided that SAMTL did not act with gross negligence or fraudulently.

Payment Conditions

SAMTL will not effect any payments from the investment account other than to your designated bank accounts as specified on the application form, or otherwise as notified to SAMTL in writing and signed by you. Provided that SAMTL did not act with gross negligence or fraudulently, SAMTL shall not be liable should it refuse to effect a payment otherwise than in accordance with this clause.

You warrant that the designated bank account(s) details supplied to SAMTL from time to time are true and correct you acknowledge that transaction processing may take up to 24-72 working hours

SAMTL is not liable, nor is it obliged, to verify or authenticate any bank account details supplied by you or your duly authorized signatories. Except to the extent that SAMTL acted with gross negligence or fraudulently, you indemnify and hold SAMTL harmless against any loss, damage, expense or claim which you or SAMTL may sustain or incur as a result of a payment/s made in circumstances where the bank account details are not correct.

Statements

SAMTL shall provide periodic statements to you, which will amongst others

- a. show all transactions relating to the investment account; and

- b. show all interest credited, and charges debited, to the investment

You undertake to monitor and verify the correctness of your investment account details on a regular basis and to inform SAMTL immediately of any errors or inconsistencies in the details or arising from the details. Unless you notify SAMTL of any error or inconsistency on any statement issued in respect of the investment account within 30 days of the date of issue of the statement such statement shall be deemed to be an accurate and correct record of your activity on the investment account and SAMTL shall consider the statement rendered to be correct.

Any record of deposit to the investment account is subject to verification by SAMTL and should there be a discrepancy between your records and SAMTL records, SAMTL shall constitute sufficient proof of the correctness of SAMTL's contentions and the onus shall be on you to prove otherwise.

Interest Payment

Interest on investment shall be paid periodically (monthly, quarterly, annually) or with the investment principal at maturity depending on the features of the product subscribed and mandate provided on your investments.

Liquidation Notice

Liquidation of investment requires 48 hours' notice.

- a. Partial or full withdrawal of fund is allowed, subject to application of penalty on accrued interest on the total investment amount.
- b. Premature termination (full or partial) will incur penal charge of 25 - 35% of total interest accrued during the contract period till date and as stated in the investment certificate.
- c. Penalty on monthly interest already paid will be deducted from the principal before payment, where outstanding accrued interest is not sufficient to offset the total penal charge.

Rollover Instruction

- a. Upon maturity of investment, in the absence of any instructions to the contrary from you, principal plus accrued interest will be rolled over at the prevailing market rate and for your last advised tenor.

Please note that prevailing market rate may differ from your last contracted interest rate.

- b. Any adjustment to the automatic rollover will be subjected to our investment terms and conditions and to pre-liquidation charge where applicable.

With-holding Tax (WHT) Deduction

All interest earned is subject to a regulatory 10% withholding tax (WHT) deduction. WHT on penal interests already paid will not be refunded.

7. Operation of Account

- We reserve the right to without prior notice, impose or change the minimum balance requirements for your account(s) or alter the applicable interest rate(s) for the charges relating to the account(s).
- We reserve the right to either amend the rate(s) of interest payable or close the account(s) where the balance standing to the credit of your account(s) is below the required minimum balance.
- You agree that we can transfer or set-off money from any investment account you maintain with us to any of your other account(s) or a related party's account whose balance is below the required minimum. We are also entitled to, without notice, combine and consolidate all or any of your account(s) with SAMTL (without any liabilities to SAMTL). This right of set-off may also be charged against any and all money which SAMTL may hold for your account or any other credit be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to you whether held on current or deposit account or otherwise and whether in Naira or any other currency (Conversion of currency where applicable shall be made in the extant official exchange rate).
- You agree that where you give any instruction for a payment that in aggregate exceed(s) the amount standing to the credit of your accounts against which payment is to be made, SAMTL reserves the right to decline to carry out such instruction or where there is more than one transaction, to select the transaction that shall be executed without reference to the date or time of receipt of your instructions.
- Where you maintain an investment account with SAMTL in any currency or foreign currency, the credit balance of such account may be held by us with any Bank or financial institution. We consider first rate located in any country in which such foreign currency is legal tender. Such credit balance will accordingly, be subject to all laws and applicable regulations in Nigeria and in the country in which such credit balance is held and the Bank shall not be held liable if the credit balance or any part thereof becomes unavailable as a result of any of the laws and regulations to which such credit balance is subject.
- If a fraudulent activity is associated with the operation of your account, you agree that we have the right to apply restrictions to your account and report to appropriate law enforcement agencies.
- Commissions and charges shall be levied in accordance with our correspondent Bank's standard scale charges in force from time to time and copies of which are available on request. This scale of charges may be changed subject to regulation of the CBN, SEC or other market conditions. SAMTL reserves the right to amend its rates of interest in accordance with its standard scale of charges and/or conditions from time to time.
- You acknowledge that the SAMTL consults with various credit bureaus and reference agencies and may be required to disclose your information to these credit bureaus for

the purpose of conducting checks on you. You irrevocably and unconditionally grant consent to SAMTL and expressly authorize such disclosure to such credit bureau and reference agencies whether based locally or abroad. The consent herein given discharges SAMTL from all liabilities, claims, and damages for such disclosure made by SAMTL to any credit bureau pursuant to the consent herein granted.

8. Direct debit/Scheduled payments:

To set up a direct debit from your account on the App, you must first authorize the organization taking Direct Debit payments from your account.

If you ask us to pay direct debits/subscriptions on a specified date, your payment will go out on the day you have indicated and we will register the date you've chosen as the first official payment.

It is your responsibility to check that your account is adequately funded before any payment is due. If your account has insufficient funds, your direct debit payment instruction will be rejected.

9. Partners and other content

SAMTL offers you the possibility to purchase products and services of third parties ("Partners"). We will provide information on third party products or services that you may be interested in. We may use Partner products and services to support us in providing any of the services on the App. We take reasonable care in selecting our Partners so as to protect your security.

We only share your personal data if you consent to purchase products and services of a Partner. Only after such consent will we disclose or prefill your personal data to those third parties so that they can provide their services to you and give you a smooth user experience. We won't disclose more than is needed for the products and services of that Partner.

If you purchase products or services from our Partners that you have connected with via the App, you will enter into a direct contract with those Partners or the providers that our Partners introduce you to. These are all third-party products and service, not SAMTL Mobile App products or services - we do not assume any responsibility or liability for those third-party products or services.

We suggest to always carefully read the terms and conditions connected to the Partner products and services and the information they provide in relation to those products or services. Partners might change their products or services in some cases. SAMTL Mobile App cannot check or validate this - it is your responsibility and we cannot be held liable or responsible for it.

The App does not provide financial planning services, tax or financial advice, we only help you in suggesting relevant products and services of our Partners and enabling you to easily access these.

- We do not assume any responsibility or liability for Partners' products and services, or products or services that they introduce you to; and
- We are not responsible for any content or representations our Partners make about products or services.

If you have questions on the Partner products and services, we will endeavor to provide you with information within our knowledge. Alternatively, we may ask you to directly contact the Partners and provide you with their contact details.

We take reasonable care to select trustworthy Partners and do a due diligence check on them before they are onboarded to our platform. We check that they are duly licensed and have procured the requisite authorisation to provide their products and services before onboarding them on our Platform. Please note that these Partners are neither employees nor affiliates of SAMTL. It is your responsibility to always check if a Partner fits your needs or if the offers are suitable for you. SAMTL does not assume any liability or responsibility for the act or omissions of our Partners or the products or services they offer.

We reserve the right to disconnect a Partner from the App or to stop making their products and services available and visible within the App. You may also disable a Partner service from the App, but be aware that this does not automatically cancel or stop the products or services you have purchased with them. It is your responsibility to revert to the Partner for any cancellation of products purchased through the Partner.

We will always impose strict obligation on our Partners to adhere to privacy legislation, but we don't assume any responsibility for how they adhere to this or how they protect or process your data or design their security. Please read the applicable section on Partner Platform in our Privacy Policy to find details about this.

Our Partners may ask you to read or accept terms and conditions and details about their products and services. Please ensure you read them.

10. Proprietary rights and License

All trademarks, copyright, database rights and other intellectual property rights of any nature in the App (including its appearance and branding), together with the underlying software code, are owned by SAMTL or its licensors.

11. Data Protection & Privacy Statement

Any personal information you supply to us (and which we collect from you or other sources) will be used by us in accordance with our [Privacy Policy](#). By using the App, you explicitly consent to us collecting and using technical information about your usage and device to improve our products and to provide any services to you.

Your Privacy

In the course of providing a service to you as an individual or corporate client, Sterling Asset Management & Trustees Limited (“SAMTL”) may obtain personal information about you. Obtaining this information is important to our ability to deliver the highest level of service to you, but we are also committed to safeguarding the privacy of your information at all times.

This policy describes Sterling Asset Management & Trustees Limited’s treatment of your personal information submitted through this Application, the purposes for which we use the information, and the circumstances in which we may share the information.

Collection of Information

When you complete and submit any form or application on our application, your personal information becomes available to us. We collect information about you from a variety of sources, for instance (but not limited to):

- Written or electronic communications reflecting information such as your name (may include aliases/usernames), addresses, geo locations, passport details, identification numbers, occupation, assets, date of birth, gender, nationality (which includes state of origin, local government area and ethnic background), biometric data, email addresses and telephone numbers, income and any other information we deem necessary.
- Application visits, applications, identification documents, personal financial statements, interactions with relationship managers, and other third parties (other financial institutions, credit bureaus, payment gateways, payment aggregators).
- Via forms, phone calls, emails or correspondence by mail, service point interfaces, as well as other available channels.
- Your transactional account history including your account balance, payment records, and debit/credit card usage. We may also use information received from third parties such as family, solicitors, friends or employers, Application/social media pages made public by you, government agencies, regulators, supervisory or credit agencies.
- Any other information about any regulatory matters connected to you.

Sterling Asset Management & Trustees Limited does not seek to collect sensitive personal data (such as data revealing political opinions, religious beliefs, ethnic bias, health or sexual preference(s)). Your prior consent will be requested where such data is needed. Note that, your unsolicited provision to Sterling Asset Management & Trustees Limited of sensitive personal data is an indication of your consent for the processing of such data by Sterling Asset Management & Trustees Limited. However, Sterling Asset Management & Trustees Limited may process information about criminal offences and convictions where required by law.

How we use the Information

Any personal information provided by you to Sterling Asset Management & Trustees Limited will be used with your consent, for compliance with legal obligations or for the purposes of meeting legitimate interests of Sterling Asset Management & Trustees Limited.

Sterling Asset Management & Trustees Limited collects personal information in order to:

- Facilitate and manage our relationship with you
- Contact you for the purpose of informing you about new services or products
- Updating and enhancing Sterling Asset Management & Trustees Limited's records
- Establishing your identity and assessing applications for our products and services.
- Pricing, designing, managing and improving our products and services and improving your experience with us.
- Managing our risks and helping to identify and investigate illegal activity like money laundering, terrorism financing and fraud etc.
- Complying with our legal obligations and assisting government and law enforcement agencies or regulators/supervisors.

We do not sell or market your personal information or personalized data to third parties.

How we protect your Data

All of your personal information is stored in a secure environment, where electronic and procedural safeguards have been put in place to mitigate against loss, misuse, damage or unauthorised access. We also limit access to your personal information to authorised employees.

However, where we have provided you (or where you have chosen) a password or PIN that grants you access to specific areas on our site/applications, you are responsible for keeping this password or PIN confidential. We request that you do not to share your password or other authentication details (e.g. One- Time Passwords) with anyone.

We retain your data for as long as is necessary. However, storage is determined by legal, regulatory, administrative or operative requirements.

Your Rights to your Data

You have certain rights available to you, these include:

- The right to access your personal information held by us.
- The right to rectify inaccurate or incomplete information.
- Withdraw your previous consent for processing certain data.
- Restrict or object to processing of your personal data. However, we may be constrained to continue to process your data if there are valid legal or operational reasons.

You also have the right to:

- Request that your personal data be made available to you in a common electronic format and/or request that such data be sent to a third party.
- Request that your information be erased. Still, we may be constrained to continue to retain such data if there are valid legal, regulatory or operational reasons.

Further to the above rights, you may lodge complaints or make enquiries concerning the processing of your personal data through the detail in the contact section below.

Amendments to Privacy Policy

We reserve the right to amend this Privacy Policy from time to time and at any time to reflect changes to our practices concerning the use of your personal information. All amendments to this Privacy Policy will be posted on the Application. Unless otherwise stated, the current version shall supersede and replace all previous versions of this Policy.

12. Monitoring by Sterling Asset Management & Trustees Limited

Your use of the products and services on this Application may be monitored by the Company and the resultant information may be used by the Company for its internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory organization. Anyone using this Application expressly consents to such monitoring, tracking and recording.

13. Application content and materials

You are permitted to store, display, analyse, modify, reformat, and print the information made available to you via these services for your own use only. You are by no means, permitted to publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of Sterling Asset Management & Trustees Limited. In addition, you are not permitted to alter, obscure, or remove any copyright, trademark or any other notices that are provided to you in connection with the information contained on this Application. The Company reserves the right, at any time and from time to time, in the interests of its own editorial discretion and business judgment to add, modify, or remove any of the information without recourse to You. These Terms and Conditions are not intended to, and will not, transfer or grant any rights in or to the information other than those which are expressly described herein, and all rights not expressly granted herein are automatically reserved by Sterling Asset Management & Trustees Limited or any third party providers from whom the Company has obtained the information. You are advised to read and abide by any revised or additional terms and conditions that may be posted on this service from time to time concerning information generated by the Company or obtained from specific third party providers. Such third party providers shall have no liability to you for monetary damages on account of the information provided to you via this service.

No warranties; made as to security

Sterling Asset Management & Trustees Limited makes no warranty whatsoever to you expressly or impliedly, regarding the security of the site, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through this service. Sterling Asset Management & Trustees Limited also makes no warranty or representation, whether express or implied, that the information or files available on this Application are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system, computer network or your hardware or software. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network or your hardware or software.

No warranties; no responsibilities to update

Sterling Asset Management & Trustees Limited makes no warranty, express or implied, concerning this service. The services provided by us are on an “AS IS” basis at your sole risk. The Company expressly disclaims any implied warranty of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the services with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability.

Neither Sterling Asset Management & Trustees Limited nor any of its third party providers shall have any responsibility to maintain the data and services made available on this Web site or to supply any corrections, updates, or releases in connection therewith. Availability of data and services are subject to change without notice.

Content not to be construed as a solicitation or recommendation

Content on this Application is for informational purposes only without regard to any particular user’s investment objectives, financial situation, or means, and Sterling Asset Management & Trustees Limited is not soliciting any action based upon it. Information is not to be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. Certain transactions give rise to substantial risk and are not suitable for all investors.

No determination of suitability has been made; not all risks are disclosed; private advisors should be consulted

14. Copyright notice

Copyright and other relevant intellectual property rights exist on all text relating to the Company’s services and the full content of this Application.

15. Potential disruption of service

You shall be responsible for obtaining and maintaining all telephone, computer hardware, software, and other equipment needed to access and use this Application. Access to this Application may from time to time be unavailable, delayed, limited or slow due to, among other things: hardware failure, including among other things, failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment, software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content overload of system capacities damage caused by severe weather, earthquakes, wars, insurrection, riots, terrorism, civil commotion, an act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters.

Interruption (whether partial or total) of power supplies or other utility of service;

Strike or other stoppages (whether partial or total) of labour,

Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or

Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond our control.

If access to this Application is unavailable, delayed or limited or if this Application does not operate quickly and efficiently, you may be unable to transmit your instructions for transactions and other matters, or such instructions may not be promptly executed or you may be unable to retrieve information on a timely basis. If your operations are dependent on such communications with us, and such communications are disrupted or delayed, you may suffer losses. Sterling Asset Management & Trustees Limited shall not be liable for any such loss.

16. Suspending and stopping your use of the app

By Us

We may suspend your use of the App (or part of it, such as payment initiation or connections to products and services from our Partners) at any time. We will usually inform you when this is happening. Notwithstanding, we might take this action without notice to you:

- if you breach App Terms;
- in the event we are unable to identify you or authenticate your identity or validate your funding sources; and
- in other circumstances where we believe that there is a valid reason (such as for risk or fraud management, or at your request if you suspect fraud).

We have no obligation to resume provision of the App or services to you, or to re-activate your User Login, if suspended or closed. If we permanently end your use of the App then: (a) the rights granted to you in these App Terms end, and (b) you must stop use of the App and remove it from your devices.

If you are inactive then your User Login could automatically be suspended, and you will be required to create a new User Login.

If we suspect that that your App's security has been breached, or we suspect unauthorised or fraudulent use of the App, then we may suspend its use. If we do this, then we will (if the law permits) try to contact you (normally by email) to let you know.

We may also need to limit, block or stop your usage if we are required to do so by law.

You agree to provide us with information that we may request in order for us to carry out necessary checks.

In some cases, to enable us to lift a limit, suspension or other stop on your use of the App, we may need you to provide us with further information.

How you may terminate the service

You may stop your use of the App at any time by removing the App from your device. Doing so will not automatically delete your user information that we hold. You can delete your user information by contacting us at customercare@sterlingassetng.com so we can delete your user information for you. When your App or user information is deleted, we will continue to hold certain information about you and your use for as long as it is required to enable us to comply with legal requirements, and for operational reasons such as issue resolution, complaint handling and “Know Your Customer” regulation. See our Privacy Policy for further details on the retention period(s).

17. Indemnification

Except when caused by SAMTL’s intentional misconduct or gross negligence, customer agrees to protect and fully compensate SAMTL and its affiliates and Service Provider(s) from any/and all third party claims, liability damages, expenses and costs (including but not limited to, legal fees) caused by or arising from customer's use of the service, violation of the terms or infringement, by any other user of customer's account of any intellectual property or other right of anyone.

18. Limitation of Liability

The App is provided “as is” and has not been developed to meet your individual circumstances. We only supply the App for personal use. You may not use the App for commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity. We also have no liability to you for any damage or alteration to your equipment including your devices as a result of the installation or use of the App.

Sterling Asset Management & Trustees Limited shall have no liability, contingent or otherwise, to You or to third parties, or any responsibility whatsoever, for the failure of any connection or communication service to provide or maintain your access to this service, or for any interruption or disruption of such access or any erroneous communication between the Company and You, regardless of whether the connection or communication service is provided by the Company or a third-party service provider.

19. Accuracy of information

While Sterling Asset Management & Trustees Limited attempts to ensure that the information on this Application is accurate, current, complete, fit for its intended purpose and compliant with the relevant Nigerian Legislation and regulations as at the time of access, this site and the online services are provided “as is”. Sterling Asset Management & Trustees Limited makes no representation or warranty, whether express or implied as to the accuracy, completeness or reliability of any information on this Application.

20. Availability of the Platform

While we use our best endeavor to ensure the Platform and Services are available optimally, we make no warranty that any part of the Platform will operate uninterrupted or error free and we accept no liability for loss or damage caused from any interruption or error on any part of the Platform.

We do not guarantee secure, continuous, uninterrupted access to any part of the SAMTL Mobile App services, including any networks and servers used to provide any of the services stated herein. Accordingly, we are not responsible for the matters, which include actions of hackers and other unauthorized third parties that breach our reasonable security procedure. No method of electronic transmission or storage is 100% secure or error free. Therefore, we cannot guarantee absolute security of the Platform.

We will also not be liable for any failure to provide services, in part or full, due to abnormal or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes but is not limited to phone network failures, or in the case of mobile networks, when you are in not in an area of mobile coverage.

We reserve the right to remove a service from the Platform with no obligation to give advance notice, and we shall not be liable for losses, costs or expenses arising from any such refusal or removal. You assume the risks associated with the use of the Platform.

21. Our responsibility

We shall have no liability to you under or in connection with these App Terms or your use of the App (whether in contract, tort (including negligence) or any other cause) except as set out below.

SAMTL Mobile App is provided to you completely free of charge and we need to make sure that we can continue to grow it. As such and subject to clause 11 of these App Terms, if we are liable to you in relation to SAMTL Mobile App and it relates to us not having met our obligations under the applicable law to protect your information or keep it secure, or it relates to any obligation under the applicable law that we cannot exclude (or limit, to the extent that it cannot be limited), then we accept that liability in full as required by the law; or it relates to any other cause (regardless of the form of the action or timing) then we will only be liable to you for loss or damage that you personally suffer that is a foreseeable result of all such causes up to a maximum of N500 (Five Hundred Naira) in total.

We are not responsible or liable if the relevant cause arises from your breach or action (such as your fraud or us following your instructions), events outside of our control, or the need to comply with our legal obligations. Other sections of these App Terms explain further things that we are not responsible or liable for. Nothing excludes or limits our liability for: death or personal injury caused by our negligence; our fraud or fraudulent misrepresentation; or, if we deliberately breach these App Terms in a major way that is designed to harm you.

22. Your responsibility

It is your sole responsibility to keep your SAMTL Mobile App account safe: Security Details, PIN and any part of your account security should not be shared with anybody else or carelessly stored or disclosed under any circumstance.

If you leave your Electronic Access Device without logging out, write your PIN down in a public space or share your details with anybody, we will not be liable for any errors, or results that may come of it.

We will always use all reasonable efforts to keep the Platform and service safe, and your security settings will help us narrow it further down. However, if these issues arise due to carelessness with any part of your app or account security, there is very little we can do, and we will be relieved of any liability as regards the occurrence of a breach

If you believe or reasonably suspect that there is a fraudulent act, we haven't caught (which should be easy since you get all notifications), it is your duty to notify us immediately. We will then investigate and report back to you through the most secure channel you provide to us.

You are required to change your security options if you believe any part of your security has been compromised.

After initial registration, we will not contact you (or ask anyone to do so on our behalf) with a request to disclose your log in details or transaction password/PIN. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not provide your log in details to them under any circumstances. Also, you should report any such request to us immediately.

Upon your registration or approval of certain services, you give us permission to deduct any fees we communicate or notify you on any transaction or service. If these fees change, you will be notified before consummating any transaction and given the option to opt out of this service.

You agree to reimburse us for any losses we incur as a result of your breach of, or failure to comply with, these App Terms or if we suffer any losses as a result of your use of the App.

23. Disclaimer

To the maximum extent permitted by law, we disclaim all implied warranties with regard to the App. We do not promise that the information, content or materials displayed on the App are accurate, sufficient or error-free. We do not promise that the information on our system is, when accessed by you, up-to-date or complete. The App and software are provided "as is" and "as available" without warranty of any kind.

In no event, under no legal or equitable theory (whether tort, contract, strict liability or otherwise), shall we or any of our respective employees, directors, officers, agents or affiliates, be liable hereunder or otherwise for any loss or damage of any kind, direct or indirect, in

connection with or arising from the use of the Platform / services or our agreement with you concerning the services, including, but not limited to, (i) the use of or inability to use the Platform, the service, or the content, (ii) any transaction conducted through or facilitated by the Platform; (iii) any claim attributable to errors, omissions, or other inaccuracies in the Platform, the service and/or the content (iv) unauthorized access to or alteration of your transmissions or data, or (v) any other matter relating to the Platform, the service, or the content, and any compensatory, direct, consequential, incidental, indirect, special or punitive damages, lost anticipated profits, loss of goodwill, loss of data, business interruption, accuracy of results, or computer failure or malfunction, even if we have been advised of or should have known of the possibility of such damages.

24. Confidentiality

Information provided by you shall be kept confidential and not be used or disclosed in any manner incompatible with the purposes for which they are held. Notwithstanding, You acknowledge that we may disclose and transfer any information that you provide through this Application to (i) the Company, its affiliates, agents or information providers; or (ii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate, and by using and providing information through this Application you agree to such transfers.

25. Force Majeure

To the fullest extent permitted under applicable law, we will be excused from performance under these Terms for any period that we are prevented from or delayed in performing any obligations pursuant to this Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, “Force Majeure Event” means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) embargoes, (d) labor strikes; (e); (f) unauthorized access to our information technology systems by third parties; or (g) other causes beyond our reasonable control and contemplation.

26. How we are funded

The App is completely free to use. There is no subscription charge or price. We however deploy resources to support the App and keep it growing for you. To fund some of these resources, we do receive payments if you choose to use or purchase third party products and services linked from our Partner Platform. We don't compromise ourselves by using those that will give us the largest payments – we always look for the best fit and service for the users of SAMTL Mobile App.

27. Problems, questions and complaints

SAMTL appreciates it greatly if you notify us of a question or problem, because this gives us the opportunity to seek a suitable solution. It also gives us the opportunity to improve the service/products offered to you and other customers. SAMTL also has an internal complaints procedure. We aim to handle all problems, questions and complaints efficiently and quickly. If you have questions, problems or complaints, regarding the App then please submit them to customercare@sterlingassetng.com, and include the following information: your name, telephone number; and, a description of your concern.

28. Changes to these app terms

We may change the App Terms at any time and will inform you of a change either (i) through the App, when you next start the App, or (ii) by e-mail. The new terms may be displayed on-screen and you may be asked to read and accept them to continue your use of the App. If these changes materially impact you or materially changes your experience, we will strive to inform you through our regular channels of the new App Terms.

29. Keeping in touch

We will normally contact you using the email address which you use to create your User Login, using notifications within the App, or using push notifications through your device. We will do this to keep you informed of matters relevant to the App, where we need to in order to comply with our legal obligations - further details are shown in our Privacy Policy. In some circumstances, it may also be appropriate for us to contact you through other means (such as telephone) where you have provided your number to us and it's helpful to talk things through. When we communicate with you (including by telephone) it is common for us to monitor and keep a record of that communication for quality and training purposes.

Please remember to tell us if your details change. If we discover or suspect fraud or a security threat, we will need to contact you. Equally, for security reasons, we may block use of the App if we are unable to contact you or don't receive a response when we try to do so. You have the right to receive a copy of these App Terms – we will send this to you by email if you request it.

How to contact us

You can contact us through the App

We will contact you in English language via your email, phone number or home address.

30. Termination and notification of changes

Sterling Asset Management & Trustees Limited may in its sole discretion terminate, suspend and/or modify the contents of this Application with or without notice to you. The Company reserves the right to terminate, suspend and/or modify these conditions from time to time as it

sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. You agree that Sterling Asset Management & Trustees Limited, its affiliates or subsidiaries shall not be liable to you in the event that it chooses to terminate, suspend or modify this Application or your use of this Application.

31. Marketing/Promotional Materials

Sterling Asset Management & Trustees Limited may sometimes contact you with products or services that we think may be of interest to you. If you later decide that you do not want us to do this, please contact us through our customer care channels to discontinue this service.

32. Other important terms

We may transfer our rights and obligations under these SAMTL Mobile App Terms to another organization, or any of our affiliate companies, but this will not reduce your rights under these Terms.

If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver would need to be given by us in writing.

Each of the conditions of these App Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

Please note that these App Terms, are governed by the Laws of the Federal Republic of Nigeria. We both agree that the Nigerian courts will have exclusive jurisdiction over subject matters arising from these Terms.

These App Terms and our Privacy Policy are drawn up in the English language. All written communications between you and us relating to these App Terms and our Privacy Policy are to be in English.

33. Governing law

In the event any of the terms or provisions of these Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms and Conditions shall be subject to any other agreements you have entered into with the Company. The user's access to and use of the Application, and the terms of this disclaimer are governed by the laws of the Federal Republic of Nigeria without regards to the conflict of law provisions.

You consent to the personal and exclusive jurisdiction of the courts located within Lagos State of Nigeria.

34. No waiver

The Company's failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision or prevent a subsequent enforcement of that or any other right or provision. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

Accept

Decline