

ASSET Plus Mobile App TERMS AND CONDITIONS OF USE

These Terms and Conditions ("Terms") govern the access to and use of the ASSET Plus Mobile Application ("App"), owned and operated by SCM Capital Limited ("SCM Capital", "we", "our", or "us").

By downloading, installing, registering, accessing, or using the App, you acknowledge that you have read, understood, and agree to be legally bound by these Terms.

If you do not agree with these Terms, you must immediately discontinue the use of the App.

1. ABOUT SCM CAPITAL LIMITED

ASSET Plus is a digital investment platform developed and maintained by SCM Capital Limited to provide users with access to eligible investment products and related financial services.

SCM Capital operates under applicable Nigerian laws and SEC (Securities and Exchange Commission) regulatory requirements governing licensed capital market operators.

Nothing in this Agreement shall be interpreted as waiving any statutory or regulatory obligations imposed on SCM Capital.

2. ELIGIBILITY

To use ASSET Plus, you represent and warrant that:

- You are at least 18 years old.
- You possess legal capacity to enter into binding contracts.
- All information supplied during registration is complete, accurate and current.
- You are not prohibited by any applicable law from using the App.
- You will comply with all applicable laws and regulations.

3. ACCOUNT REGISTRATION

Users must:

- Complete all Know Your Customer (KYC) requirements.
- Submit valid identification.
- Provide accurate banking information.
- Update any information that becomes inaccurate.

SCM Capital reserves the right to suspend, restrict or terminate any account where:

- false information is provided;
- fraud is suspected;
- regulatory concerns arise;
- suspicious transactions are detected.

4. KYC, AML AND CFT COMPLIANCE

Users acknowledge that SCM Capital may collect information necessary to comply with:

- Anti-Money Laundering (AML) regulations;
- Counter-Terrorism Financing (CFT) regulations;
- Know Your Customer (KYC) requirements;
- sanctions screening;
- politically exposed persons (PEP) screening.

SCM Capital reserves the right to:

- request additional documents;
- decline transactions;
- suspend accounts;
- report suspicious activities to competent authorities where required by law.

5. INVESTMENT RISKS

All investments involve risk.

Past performance does not guarantee future returns.

Investment values may increase or decrease depending on market conditions. SCM Capital does not guarantee:

- profit;
- preservation of capital except where expressly guaranteed by law or product documentation;
- future performance;
- uninterrupted market conditions.

Users are solely responsible for evaluating whether an investment is suitable for their financial objectives.

6. NO FINANCIAL ADVICE

Information provided within ASSET Plus is for informational purposes only. Nothing contained within the App constitutes:

- financial advice;
- tax advice;
- investment advice;
- legal advice.

Users should obtain independent professional advice before making investment decisions.

7. USER RESPONSIBILITIES

Users agree to:

- safeguard login credentials;
- maintain confidentiality of passwords;
- immediately report unauthorized access;
- use the App lawfully;
- provide truthful information.

Users shall not:

- impersonate another person;
- hack or attempt unauthorized access;
- introduce malware;
- reverse engineer the software;
- interfere with system operations;
- misuse the platform.

8. ELECTRONIC INSTRUCTIONS

All instructions submitted through the App shall be deemed authentic where authenticated using approved security mechanisms including:

- password;
- PIN;
- OTP;
- biometric authentication;
- multi-factor authentication.

SCM Capital may rely upon such instructions without further verification.

9. TRANSACTIONS

Transactions are processed subject to:

- successful verification;
- regulatory approval where applicable;
- fund availability;
- market conditions.

Execution times may vary, SCM Capital does not guarantee immediate execution.

10. FEES AND CHARGES

Applicable fees, charges and commissions shall be disclosed within the App or accompanying product documentation.

SCM Capital reserves the right to revise applicable fees in accordance with applicable regulations.

11. MARKET DATA

Prices, yields, interest rates, market values and performance information displayed within the App may be delayed.

SCM Capital makes no warranty regarding continuous availability or absolute accuracy of third-party market data.

12. THIRD-PARTY SERVICES

The App may integrate third-party:

- payment processors;
- identity verification providers;
- cloud hosting providers;
- banking partners.

SCM Capital shall not be responsible for failures attributable to such third parties beyond its reasonable control.

13. INTELLECTUAL PROPERTY

All rights relating to:

- software;
- source code;
- trademarks;
- logos;
- graphics;
- databases;
- documents;
- content;

Shall remain the exclusive property of SCM Capital or its licensors. No license is granted except for personal use of the App.

14. PRIVACY

User information shall be processed in accordance with SCM Capital's Privacy Policy and applicable data protection laws.

By using the App, users consent to such processing.

15. SYSTEM AVAILABILITY

SCM Capital does not warrant uninterrupted availability. Services may be suspended for:

- maintenance;
- upgrades;
- emergencies;
- regulatory requirements;
- cybersecurity incidents.

16. DISCLAIMER OF WARRANTIES

The App is provided "AS IS" and "AS AVAILABLE."

SCM Capital expressly disclaims all warranties whether express, implied or statutory including:

- merchantability;
- fitness for purpose;
- uninterrupted availability;
- non-infringement.

17. LIMITATION OF LIABILITY

To the fullest extent permitted by law, SCM Capital shall not be liable for:

- indirect damages;
- consequential losses;
- loss of profit;
- loss of investment opportunities;
- business interruption;
- loss of goodwill;
- cyberattacks beyond reasonable control;
- force majeure events.

SCM Capital's aggregate liability shall not exceed the amount of fees paid by the affected user during the preceding twelve (12) months, except where liability cannot lawfully be excluded.

18. USER INDEMNITY

The User agrees to fully indemnify, defend and hold harmless SCM Capital Limited, its parent company, subsidiaries, affiliates, directors, officers, employees, agents, representatives, licensors and service providers from and against any and all claims, demands, actions, proceedings, investigations, liabilities, losses, damages, judgments, penalties, fines, costs and expenses (including reasonable legal fees) arising directly or indirectly from:

- the User's breach of these Terms;
- misuse of the App;
- violation of applicable laws or regulations;
- fraudulent activities;
- unauthorized use of the User's account;
- infringement of third-party rights;
- inaccurate or misleading information supplied by the User;
- negligence or willful misconduct by the User.

The User's indemnity obligations shall survive termination of these Terms.

19.FORCEMAJEURE

SCM Capital shall not be liable for any delay or failure resulting from events beyond its reasonable control including:

- natural disasters;
- war;
- terrorism;
- strikes;
- epidemics;
- internet failures;
- telecommunications outages;
- regulatory actions;
- cyberattacks;
- power failures.

20. TERMINATION

SCM Capital may suspend or terminate access immediately where:

- fraud is suspected;
- regulatory obligations require;
- these Terms are breached;
- security concerns arise.

21. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

22. DISPUTE RESOLUTION

The parties shall first attempt amicable resolution.

Where unresolved, disputes shall be referred to mediation and, if necessary, arbitration in accordance with applicable Nigerian law. Nothing in this clause prevents either party from seeking interim relief from a court of competent jurisdiction where appropriate.

23. AMENDMENTS

SCM Capital may amend these Terms from time to time.

Continued use of the App constitutes acceptance of the revised Terms.

24. SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

25. ENTIRE AGREEMENT

These Terms, together with the Privacy Policy and any applicable product-specific terms, constitute the entire agreement between SCM Capital and the User regarding use of the App.

26. CONTACT

SCM Capital Limited

For enquiries regarding these Terms, users may contact SCM Capital through the official customer service channels published on the App or the company's official website.