

Terms and Conditions

Using The Website

Sagamu Microfinance Bank Web Usage Agreement

Please read this Agreement carefully before accessing SMFB's Website. As a condition to and in consideration of receiving and accessing SMFB's Website, the User agrees to be bound by the terms of this Agreement. Use of or access to this website shall constitute acceptance of and concurrence to be bound by this Agreement.

If you do not wish to be bound by this agreement, do not access SMFB's Website. If you have any questions about this Agreement, please contact us via e-mail at info@sagamumfb.com. THIS AGREEMENT is entered into between SMFB Microfinance Bank (hereafter referred to as "SMFB") and any individual, corporation, association, agency, company, or other entity (hereafter referred to as "THE USER or YOU") who accesses or uses SMFB's Website (also referred to as "This Website or IT").

SMFB's Website, which is provided without charge to you, is a public website on the Internet that is designed to allow SMFB communicate with her users and vice versa. This Website is owned and operated by Sagamu Microfinance Bank Ltd. It contains information, communications, opinions, text, graphics, links, electronic art, animations, audio, video, software, photos, music, sounds and other material and data (collectively referred to hereon as, "Content") formatted, organized and collated in a variety of forms that are generally accessible to Users including directories and databases, and areas of SMFB's Website that can be modified by Users, such as posting classifieds, uploading multimedia files, registering user profiles, and creating auto-notify, personalized pages, and personalized project areas.

1. The User's Rights and Responsibilities

1. To Access SMFB's Website;

1. You are responsible for providing all hardware, software, telephone or other communications equipment and/or service to connect to the Internet and access SMFB's Website and are responsible for all Internet access charges, telephone charges or other fees or charges incurred in connecting to the Internet to access SMFB's Website.

2. User's Conduct

1. You agree to access and use the Website only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations, pertaining to (i) your use of SMFB's Website, including any Interactive Area, (ii) the use of any network or other services connected to the Website, and (iii) the communication means by which you connect your modem, computer, or other equipment to SMFB's Website.

By accessing this Website, you agree that you will not:

- Restrict or inhibit any other user from using and enjoying the Interactive Features;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation to any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national, or international law;
- Post or transmit any information, software, or other material which violates or infringes on the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- Post or transmit any information, software or other material which contains a virus or other harmful component;
- Alter, damage or delete any Content or other communications that are not your own Content or to otherwise interfere with the ability of others to access SMFB's Website;
- Disrupt the normal flow of communication in an Interactive Area;
- Claim a relationship with or to speak for any business, association, institution or other organization for which you are not authorized to claim such a relationship;
- Violate any operating rule, policy or guideline of your Internet access provider or online service.

2. Intellectual Property Rights

2.1 SMFB's Website Content

- You acknowledge that Content on this Website is generally provided by SMFB Mf Bank, her contractors, individual/corporate contributors, third party licensees, and/or other Users of these Contents (all called "Contributors"). You acknowledge that SMFB's Website permits access to Content that is protected by copyrights, trademarks, and other proprietary rights (including "Intellectual Property Rights"), and that these Intellectual Property Rights are valid and protected in all media existing now or later developed and except as is explicitly provided below, your use of this Content shall be governed by applicable copyright and other intellectual property laws. You acknowledge that SMFB exclusively owns the copyright to the "look and feel," i.e., the selection, coordination, arrangement and presentation of all such Content on this webpage.
- (b) You may not modify, copy, reproduce, transmit, distribute, publish, create derivative works from, display or otherwise transfer or commercially exploit any of the Content, in whole or in part, provided, however, that you may (i) make a reasonable number of digital or other form of copies to permit your computer hardware and software to access and view the Content, (ii) print one copy of each piece of Content, (iii) make and distribute a reasonable number of

copies of Content, in whole or in part, in hard copy or electronic form for internal use only. Any permitted copies of Content must be reproduced in an unmodified form, any notices contained in the Content such as all Intellectual Property Right notices, and an original source attribution to "Sagamu Microfinance Bank Website" and its URL address. You acknowledge that SMFB, its Contributors, and/or Users remain the owners of the Content and that you do not acquire any Intellectual Property Rights by downloading or printing this Content.

2.2 Content Provided by User

You may upload to any Interactive Area or otherwise transmit, post, publish, reproduce or distribute, on or through SMFB's Website only Content that is not subject to any Intellectual Property Rights, or Content in which any holder of Intellectual Property Rights has given express authorization for distribution over the Internet and on SMFB's Website, without restriction whatsoever. Any Content submitted with the consent of a copyright owner other than you should contain a phrase such as "Copyright owned by [name of owner]; Used by Permission." By submitting Content to any Interactive Area, you automatically grant and/or warrant that the owner of such Content, whether it be You or a third party, has expressly granted to SMFB the royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, sublicense, distribute, perform, and display such Content, in whole or in part, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any Intellectual Property Rights that may exist in such Content. You also permit SMFB to sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Content. You also permit any User to access, view, store and reproduce the Content for personal use.

3. Interactive Areas

You acknowledge that SMFB's Website may include various interactive areas ("Interactive Areas"), including but not limited to classifieds. These Interactive Areas allow feedback to SMFB's Website and real-time interaction between users. You further understand that SMFB does not control the messages, information, or files delivered to such Interactive Areas and that SMFB's Website may offer you and other Users the capability of creating and managing an Interactive Area. However, neither SMFB, its subsidiary and parent companies, or affiliates, nor their respective directors, officers, employees and agents are responsible for Content within any Interactive Area. Your use and/or management of an Interactive Area will be governed by this Agreement and any additional rules or operating procedures of any Interactive Area established by you or another User, as applicable. You recognize that SMFB cannot, and does not intend to, screen communications in advance. Moreover, because the Website encourages open and candid communication in the Interactive Areas, SMFB cannot determine in advance the accuracy or conformance to this Agreement of any Content transmitted in an Interactive Area. SMFB's Website is not responsible for screening, policing, editing, reviewing or monitoring any Content in an Interactive Area. Notwithstanding the above, you agree that SMFB has the right to monitor any Interactive Area, from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Interactive Area, or to protect itself or other Users. If notified of Content that is alleged not to conform to this Agreement, SMFB may

investigate the allegation and determine in its sole discretion whether to remove or request the User to remove such Content. SMFB reserves the right to prohibit conduct, communication or Content within an Interactive Area, or to edit, refuse to post, or to remove any Content, in whole or in part, which it deems in its sole discretion to (i) violate the then-standard provisions of this Agreement or any other standard, written Sagamu Microfinance Bank's Website policy in effect at that time, (ii) be harmful to the rights of any User, Sagamu Microfinance Bank, or other third parties, (iii) violate applicable law, or (iv) be otherwise objectionable.

4. Termination

The only right with respect to dissatisfaction with any policies, guidelines, or practices of Sagamu Microfinance Bank in operating her Website, or any change in Content, is for you to discontinue accessing SMFB's Website. Sagamu Microfinance Bank may terminate or temporarily suspend your access to all or any part of SMFB's Website, without notice, for conduct that SMFB believes is a violation of this Agreement or any policies or guidelines posted by Sagamu Microfinance Bank, or for other conduct which SMFB believes, in its sole discretion, is harmful to Sagamu Microfinance Bank or other Users. SMFB may discontinue operating the Website and terminate this Agreement without notice at any time for any reason in its sole discretion. In the event of termination, you are no longer authorized to access SMFB's Website, including the Interactive Areas, and the restrictions imposed on you with respect to Content downloaded from the Website, as well as the disclaimers and limitations of liabilities set forth in this agreement, shall survive.

5. Links; Disclaimers of Warranties; Limitations of Liability

5.1 Links

You understand that except for Content, products or services expressly available on SMFB's Website, neither Sagamu Microfinance Bank, its subsidiary and parent companies, or affiliates, or their respective directors, officers, employees, and agents controls, provides, or is responsible for any Content, goods or services available through sites on the Internet linked to or from SMFB's Website. All such Content, goods and services are made accessible on the Internet by independent third parties and are not part of SMFB's Website or controlled by Sagamu Microfinance Bank. Sagamu Microfinance Bank neither endorses nor is responsible for the accuracy, completeness, usefulness, quality or availability of any Content, goods or services available on any site linked to or from SMFB's Website, which are the sole responsibility of such independent third parties, and your use thereof is solely at your own risk. Neither Sagamu Microfinance Bank, its subsidiary and parent companies, or affiliates, or their respective directors, officers, employees, and agents shall be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by your use of or reliance on any Content, goods or services available on any site linked to or from SMFB's Website or your inability to access the Internet or any site linked to or from her Website.

5.2 Disclaimer of Warranties

Please use your best judgment in evaluating all information contained or opinions expressed on SMFB's Website. It is the policy of Sagamu Microfinance Bank, not to endorse or oppose any opinion expressed by a User or Content provided by a User, Contributor, or other independent party. You expressly agree that your use of SMFB's Website is at your sole risk, neither Sagamu Microfinance Bank, nor any of its subsidiary and parent companies, or affiliates, or their respective directors, officers, employees, agents, contractors, affiliates, licensors or other suppliers providing content, data, information or services warrants that SMFB's Website or any internet site linked to or from this Website will be uninterrupted or error free, that defects will be corrected, or that this site, including the interactive areas, or the server that makes it available are free of viruses or other harmful components, nor do any of them make any warranty as to the results that may be obtained from the use of SMFB's Website or any internet site linked to or from SMFB's Website or as to the timeliness, sequence, accuracy, authority, completeness, usefulness, non-infringement, reliability, availability, or substance of any content, information, service, or transaction provided through SMFB's Website or any site linked to or from this Website. The Sagamu Microfinance Bank's Website is provided on an "as is," "as available" basis, without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose.

5.3 Limitation of Liability

Under no circumstances shall Sagamu Microfinance Bank,, its subsidiary and parent companies, or affiliates, or their respective directors, officers, employees, agents, contractors, or licensors, be liable for any direct or incidental, special or consequential damages under or arising from this agreement, SMFB's Website, or any Internet site linked to or from SMFB's Website, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, including without limitation, any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, computer virus, communications line failure, breakdown of equipment, software error, infringement, unauthorized access to, or theft, destruction, alteration, or use of, records.

Under no circumstances shall Sagamu Microfinance Bank,, its subsidiary and parent companies, or affiliates, or their respective directors, officers, employees, agents, contractors, or licensors, be liable to you or any other third party for any decision made or action taken by you in reliance on the content contained within SMFB's Website or the content contained within any Internet site linked to or from this Website. The content within SMFB's Website and the content within Internet sites linked to or from this Website may include technical or other inaccuracies or typographical errors. Changes are periodically added to the content herein; these changes will be incorporated in new versions of SMFB's Website and specifically are included in this section agreement. Sagamu Microfinance Bank, and its contributors may make improvements and/or changes in the content at any time and from time to time.

You specifically acknowledge and agree that Sagamu Microfinance Bank, is not liable for any defamatory, offensive, fraudulent, or otherwise illegal conduct of any user. If you are dissatisfied with any Sagamu Microfinance Bank's Website content, or with the access agreement of SMFB's Website, in

whole or in part, the user's sole and exclusive remedy is to discontinue using Sagamu Microfinance Bank,'s Website.

6. Indemnity

You agree to indemnify and hold Sagamu Microfinance Bank, its parent or subsidiary companies and their affiliates, and their respective directors, officers, employees, and agents free from any and all liabilities, claims and expenses, including reasonable attorney's fees, arising from breach of this Agreement, any other policy, your use or access of SMFB's Website or any Internet site linked to or from this Website, or in connection with the transmission of any Content on this Website.

7. Miscellaneous

This Agreement comprises the entire agreement between Sagamu Microfinance Bank, and you, and supersedes any prior agreements with respect to the subject matter herein. Sagamu Microfinance Bank, may revise this Agreement or any other policy at any time and from time to time, and such revision shall be effective two (2) days upon posting notice of such revision prominently on SMFB's Website. You agree to review this Agreement periodically to be aware of such revisions. If any such revision is unacceptable to you, you must discontinue accessing SMFB's Website. To continue accessing and using this Website following notice of any such revision shall conclusively be deemed acceptance of all such revisions. The provisions of Sections 1.2, 2.1, 2.2, 5.1, 5.2, 5.3, 6 and 7 shall survive the termination or expiration of this Agreement. If any provision of this Agreement or any other policy be held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties and the remaining portions will continue in full force and effect. The failure of Sagamu Microfinance Bank, to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement shall be governed by the laws of the state or province of domicile of Sagamu Microfinance Bank, excluding its conflict of laws rules, and you and SMFB's Website each submit to the exclusive jurisdiction of the courts of that state or province. This Agreement is personal to you and you may not assign your rights or obligations thereunder to anyone. All logos, brand names, products, trademarks and service marks appearing herein may be the trademarks or service marks of their respective owners. References to any trademark, service mark and links to or from SMFB's Website have been done strictly for clarification and identification and does not constitute endorsement by Sagamu Microfinance Bank, of the products, services or information offered by the owner of such trademark, service mark or link or endorsement of Sagamu Microfinance Bank, by such trademark, service mark or link owner.