

## **GENERAL TERMS AND CONDITIONS OF USE FOR FORTRESS MICROFINANCE BANK**

### **Overview**

This website/ app is the property of Fortress Microfinance Bank. Throughout the website/ app, the terms “our”, “us” and “we”, refer to **Fortress Microfinance bank** while the terms “you” and “your” refers to the user of the website/app. Fortress MFB offers this website/ app, including all information, tools and services available from this site to you, the user, on the basis of your acceptance of all terms, conditions, policies and notices stated here.

When you visit our website/ app, and/ or purchase an item from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein or updated in future. These Terms of Service apply to all users of the website/app, including without limitation to users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the website and app shall also be subject to the Terms of Service. You can review the updated version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### **1. Website Terms**

- 1.1. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you have attained the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.
- 1.2. You shall not use our products for any illegal or unauthorized purpose nor shall you, in the use of the Service, violate any laws in your jurisdiction and in Nigeria (including but not limited to copyright laws).
- 1.3. You must not transmit any worms or viruses or any code of a destructive nature.
- 1.4. A breach or violation of any of the Terms will result in an immediate termination of your Services.

### **2. General Conditions**

- 2.1. We reserve the right to refuse service to anyone for any reason at any time.
- 2.2. You understand that your content (not including credit card information), may be transferred unencrypted and involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

- 2.3. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the website or app, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.
- 2.4. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **3. Products of Services (If Applicable)**

- 3.1. We are not responsible if information made available on this website/app is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.
- 3.2. This website/ app may contain certain historical information. Historical information, is not necessarily, current and is provided for your reference only. We reserve the right to modify the contents of the website and app at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **4. Modification To The Service And Prices**

- 4.1. Prices for our products are subject to change without notice.
- 4.2. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- 4.3. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **5. Products of Services (If Applicable)**

- 5.1. Certain products or services may be available exclusively online through the website/ app. These products or services may have limited quantities
- 5.2. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.
- 5.3. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- 5.4. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **6. Accuracy Of Billing Account Information**

- 6.1. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may

include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

- 6.2. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## **7. Optional Tools**

- 7.1. We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- 7.2. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- 7.3. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 7.4. We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **8. Third Party Links**

- 8.1. Certain content, products and services available via our Service may include materials from third-parties.
- 8.2. Third-party links on this website/app may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 8.3. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **9. User Comments, Feedback And Other Submissions**

- 9.1. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation

- 9.1.1. to maintain any comments in confidence;
- 9.1.2. to respond to any comments.
- 9.1.3. to pay compensation for any comments; or
- 9.2. We may, but have no obligation to monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- 9.3. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You shall not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **10. Personal Information**

Your submission of personal information through the store is governed by our [Privacy Policy](#).

## **11. Errors, Inaccuracies and Omissions**

- 11.1. Occasionally there may be information on our website/app or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).
  - 11.1.1. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **12. Prohibited Uses**

- 12.1. You are prohibited from using the site or its content: In addition to other prohibitions as set forth in the Terms of Service,
  - 12.1.1. for any unlawful purpose;
  - 12.1.2. to solicit others to perform or participate in any unlawful acts;
  - 12.1.3. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
  - 12.1.4. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;

- 12.1.5. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- 12.1.6. to submit false or misleading information;
- 12.1.7. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- 12.1.8. to collect or track the personal information of others;
- 12.1.9. to spam, phish, pharm, pretext, spider, crawl, or scrape;
- 12.1.10. for any obscene or immoral purpose; or
- 12.1.11. to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.
- 12.1.12. to reverse engineer, compile, or crack the site

### **13. Warranties / Limitation Of Liabilities**

- 13.1. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 13.2. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- 13.3. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- 13.4. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'AS IS' and 'AS AVAILABLE' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 13.5. In no case shall Fortress Microfinance bank , our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the minimum extent permitted by law.

#### **14. Indemnification**

You agree to indemnify, defend and hold harmless Fortress Microfinance Bank and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by you or any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **15. Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **16. Termination**

- 16.1. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our website/ app.
- 16.2. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- 16.3. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### **17. Entire Agreement**

- 17.1. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 17.2. These Terms of Service and any policies or operating rules posted by us on this website/ app or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- 17.3. Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **18. Compliance**

- 18.1. In connection with the exercise of User's rights and obligations under this terms & Conditions, User will comply, at User's own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to User, Subscriber Agreement(s) or transactions conducted on our site and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof, including but not limited to those related to taxes.

- 18.2. User shall be responsible for its respective levies, charges, contributions or taxes in connection with our services subscribed to, including obtaining tax certificate or exemption certificate as may be required in accordance with the provisions of any laws, regulations or directives for the time being in force in Nigeria.
- 18.3. User shall not use our services in any manner, or in furtherance of any activity that may cause us to be subject to investigation, prosecution, or legal action

## **19. Force Majeure**

- 19.1. We shall not be responsible for any failure to or downtime on our site if our site performance was delayed or temporarily prevented by a Force Majeure occurrence, as hereunder defined, and which is unforeseeable, beyond the control, without our fault or negligence and prevents us from performing at proper capacity.
- 19.2. For the purposes of this T&C, Force Majeure relates to the occurrence of events such as:
  - 19.2.1. Riot, war, acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
  - 19.2.2. Earthquake, flood, and/or other natural physical disaster, but excluding weather conditions regardless of severity;
  - 19.2.3. Strikes at a national level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by us and which affects a substantial portion of the provision of our services
  - 19.2.4. Acts or orders of governments or governmental bodies (including legislative bodies, local or port authorities), changes to any general or local Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such Statute, Ordinance, Decree, Law, regulation or bye-law;
  - 19.2.5. Regulatory authority's intervention negating the intention and terms of this T&C.
- 19.3. In the event of a Force Majeure occurrence, we reserve the right to notify you of the occurrence of such Force Majeure.

## **20. Confidentiality**

- 20.1. All information of a non-public, confidential or proprietary nature, whether of a commercial, financial or technical nature; customer, supplier, product or production related; or otherwise all information exchanged or published on our site shall be deemed Confidential Information. In recognition of the foregoing, User agree(s) and covenant(s) that it shall:
  - 20.1.1. keep and maintain all information in strict confidence, using the highest degree of care as is appropriate to avoid unauthorized access, use or disclosure;
  - 20.1.2. not, directly or indirectly, disclose Information to any person other than its authorized employees and to the extent required by Competent Public Authorities or as otherwise, to the extent expressly required, by applicable law.
- 20.2. Subject to paragraph 20.1 above, all information and documents (whether financial, technical or otherwise) pertaining to Us our employees, contractors, consultants or agent which are not

published or otherwise publicly available shall be kept confidential and not disclosed to third parties or the public except with our prior written approval or as required by laws of the Federal Republic of Nigeria.

- 20.3. This entire clause 20 and the Your obligations of confidentiality shall survive termination of this Agreement and this clause 20.3 shall supersede similar provision(s) as to duration of confidentiality obligations contained in any other agreement between the Parties.
- 20.4. Our Services and all data contained thereon and obtained therefrom shall remain Our property and We reserve the right to disallow access to You at any time.
- 20.5. We shall always exercise due care to ensure that Your information is secured and protected. However, We shall not, in any event, be liable for any litigation, breach or disclosure that may occur if it is compelled by law, regulation, and Government Authorities to disclose Your information.

## **21. Taxes**

You shall be responsible for Your levies, charges, contributions or taxes in connection with the service, including obtaining tax certificate or exemption certificate as may be required in accordance with the provisions of any laws, regulations or directives for the time being in force in Nigeria

## **22. Parties' Relationship**

This T&C shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Us and You other than the contractual relationship expressly provided for in this T&C

## **23. Privacy**

- 23.1. User shall be liable for any breach of its obligations to ensure the security and privacy of its data holdings, including:
  - 23.1.1. The prevention of unauthorized access to the Unique Information that it holds;
  - 23.1.2. The privacy of any Unique Information that may be collected, used or disclosed by it as a result of its service offering;
  - 23.1.3. Compliance with applicable data protection laws and act.
  - 23.1.4. Keep the Unique Information confidential and shall not disclose same in any way to any third party except where, (i) the disclosure is strictly necessary for the performance of services on behalf of the Account Holder, or (ii) where the Unique Information needs to be disclosed to a Competent Public Authority to comply with a legal obligation. User shall ensure that its employees are made aware of its obligations under this T&C and be placed under similar obligation of confidentiality and privacy.
  - 23.1.5. Use of data processors to process personal data, provided that User (a) ensure(s) that any engaged data processor shall abide by data protection requirements no less stringent than that provided in this T&C, (b) remain(s) fully liable to Us for the data processor's acts or omissions in regard to its processing, (c) and informs Us of the data processors engagement.



23.2. Promptly inform Us if:

23.2.1. it is unable to comply with its obligations under this T&C because of legal requirements;

23.2.2. it receives an inquiry, a subpoena or a request for inspection or audit from a Competent Public Authority relating to the processing;

23.2.3. it intends to disclose the Unique Information to a Competent Public Authority;

23.2.4. it detects or reasonably suspects that an unauthorized access to our site loss, theft, destruction or disclosure of Unique Information ("Data Security Breach") has occurred. Such notice shall be sent per e-mail to [info@fortressmicrofinancebank.com](mailto:info@fortressmicrofinancebank.com).

23.3. User shall be liable to Us for any breaches by User and/or User's processors of its data protection obligations under this T&C.

**24. Changes To Terms And Conditions**

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website/ app. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

**25. Contact Information**

Questions about our Terms of Service should be sent to us at [info@fortressmicrofinancebank.com](mailto:info@fortressmicrofinancebank.com) or at our Head Office at Fortress Microfinance Bank  
223 IKORODU ROAD, LAGOS , ILUPEJU NIGERIA