



Terms & Conditions of Use

Version 1.0

January 2022



1. Definition of Keywords

- 1.1. Applicable Law means any law (including statutory and common Law), statute, constitution, judgment, treaty, regulation, rule, by-law, order, decree, code of practice, circular, directive, other legislative measures, guidance note, requirement, request or guideline or injunction (whether or not having the force of Law and, to the extent not having force of Law, is generally complied with by persons to whom it is addressed or applied) of or made by any authority, which is binding and enforceable on a specific subject matter.
- 1.2. Content may include, without limitation: general news and information, commentary, research reports, educational material and information and data concerning the financial markets, securities, and other subjects; financial and investment interactive tools, such as alerts or calculators; and any other information, Content, services, or software.
- 1.3. **Platforms refer to both the online trading platform - <https://trade.anchoriaonline.com/iw> and A-Trader mobile app.**
- 1.4. Services shall include products, features, Content, tools, images, text, information, data, audio, video, graphics, computer code, software, and other material provided on provided by AISL on the Platforms.
- 1.5. User means any person or entity that accesses or uses our Services in any way, whether they register an account, including you.

2. About us

The ("Platforms") are operated by Anchoria Investment and Securities Limited (also referred to as "AISL" or "us" or "we"). AISL is licenced by the Securities and Exchange Commission to provide brokerage dealing services.

To contact us, please email info@anchoriaonline.com or our customer support hello@anchoriaonline.com telephone our customer service line on +234 817 629 0550.

3. Binding agreement

These Terms and Conditions constitute a legal and binding agreement between AISL and the client ("you") and by using our Platforms, Services and/or Content, you confirm that you accept these terms and that you agree to comply with them. You understand that these Terms and Conditions legally binds you in the same manner that a signed, written, paper contract does. Also, by making use of the Platforms, you may have access to certain Content including the policies referenced herein.

If you do not agree to these terms, you must not use our Platforms. We recommend that you print a copy of these terms for future reference.



4. For accountability, you must:

- 4.1. Use the same name that you use in everyday life
- 4.2. Provide accurate information about yourself.
- 4.3. Create only one account (your own) and use your account for personal purposes on the Platforms.
- 4.4. Not share your password, give access to your account to others, or transfer your account to anyone else (without our permission).

5. Other applicable provisions

These Terms and Conditions are additions to any other agreements between you and AISL, including any customer or account agreements and any other agreements relating to your use of our Platforms. Other terms that may apply to you include our:

- 5.1. Privacy Policy [<https://anchoriaonline.com/anchoria-privacy-policy/>].
- 5.2. Customer Complaint Policy [<https://anchoriaonline.com/customer-complaint-policy>]

6. Changes/ amendments

We amend these terms from time to time. Every time you wish to use our Platforms, please check these terms to ensure you understand the terms that apply at that time.

7. Suspension/ withdrawal of services

We do not guarantee that our Platforms or any Content shall always be available or uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platforms for business and operational reasons. We will give you notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Platforms through your internet connection are aware of these terms and other applicable terms and conditions and that they comply with them.

8. You must keep your account details safe

Suppose you choose, or you are provided with a user identification code, password, or any other piece of information as part of our security procedures. In that case, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion, you have failed to comply with any of the provisions of these terms of use.

We have taken reasonable steps to ensure the confidentiality of the platform's information and transmitted via the internet. However, unauthorised third



parties may use unexpected changes in technology to intercept confidential information. We are not responsible for intercepting personal information and subsequently used by an unintended recipient.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at hello@anchoriaonline.com

9. Third-party links/ Resources

The Platforms contain links to other websites and resources provided by third parties; these links are provided for your information only. We do not control these third-party websites or resources and are not responsible for how they process your personal information.

Such websites may contain terms and conditions, privacy provisions, confidentiality provisions, or other provisions that may differ from the terms and conditions applicable to the Platforms. We advise that you read them.

10. Use of site material

The Content on our Platforms is protected by the Nigerian and international copyright laws and treaty provisions, trademarks laws, and other proprietary rights laws. All such rights are reserved. You must not use any part of the Content on our Platforms for commercial purposes without obtaining the requisite license to do so.

11. Access and Interference

We do not guarantee that our Platforms shall be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Platforms. It would be best if you used virus protection software.

You must not misuse our Platforms by knowingly introducing viruses, trojans, worms, logic bombs, or other malicious or technologically harmful material. You must not attempt to gain unauthorised access to our Platforms, the server on which our Website is stored, or any server, computer or database connected to our Platforms. You must not attack our Platforms through a denial-of-service attack or a distributed denial-of-service attack. We shall report any such breach to the relevant law enforcement authorities, and we shall co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platforms shall cease immediately.

12. Choice of Law and jurisdiction

Please note that these Terms, their subject matter, and their formation, are governed by Nigerian Law. You agree that all disputes arising from the use of



the Platforms shall be resolved by way of binding arbitration. The Lagos State Multi-Door Courthouse shall be the place of arbitration and have exclusive jurisdiction to hear and determine any claims or disputes between you and AISL which arise directly or indirectly from these Terms and Conditions, or any other document executed and delivered in connection with these Terms and Conditions, the use of the platform or the Services offered by AISL. You and AISL agree to submit to arbitration under Nigerian Law.

13. AML/KYC Compliance

AISL maintains an internal anti-money laundering and know your customer compliance program ("AML/KYC programme"). The AML/KYC Program is a risk-based programme founded on anti-money laundering laws, regulations and guidelines made by the Central Bank of Nigeria and various financial crimes institutions of the Federal Republic of Nigeria. This AML/KYC Program may be updated from time-to-time, including the verification procedures that AISL employs.

14. Wallet creation, funding, and transfer

- 14.1. To participate in the purchase or sale of securities on the Platforms, you shall be required to create/fund your virtual account (wallet) on the platform. The virtual wallet shall permit you to link one or more external accounts under your control to which funds may be transferred from the wallet.
- 14.2. AISL may require that you verify your control over such external account or satisfy other verification or screening requirements prior to enabling transfers between the applicable external account and your wallet.
- 14.3. You may periodically, at your discretion, transfer funds from your applicable external account to your wallet through an "Approved External Account".
- 14.4. You agree that deposits, withdrawals, and portfolio allocation on the platform shall not be completed without complete verification of KYC documents.
- 14.5. You agree not to create an account on the platform if you have been previously removed by us or banned from using the platform.
- 14.6. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. We reserve the right in our sole discretion to suspend or terminate your account and/or refuse all current or future use of the platform.
- 14.7. You are required to retain in your wallet sufficient funds to satisfy any trade. In addition, there may be limits on the amounts that you are able to withdraw on a daily or other periodic basis. Otherwise, you may, at your discretion, withdraw funds by transferring from your wallet to your applicable external account.
- 14.8. By using the Services, you hereby authorise AISL to transfer such funds as you may specify from your wallet to an Approved External Account. AISL may not



be able to reverse any transfers and will not have any responsibility or liability for actions taken pursuant to your directives.

14.9. You shall be responsible for:

- 14.9.1. Paying all fees charged by any third-party service provider associated with an Approved External Account as well as for paying any fees charged by AISL for services on the Platforms.
- 14.9.2. Ensuring that any inbound and outbound transfers are handled in compliance with AISL requirements, third party service provider requirements and Applicable Law.
- 14.9.3. Ensuring that there are no errors in any of the transfer instructions you provide using the Services.
- 14.9.4. In the event where you wish to cancel any order, you must do so before the trade order is keyed into the market and executed. You may not be able to cancel any order that has been keyed into the market.
- 14.9.5. In the event you fail to comply with any requirements of this clause, the transferred funds may be permanently lost.

14.10. The timing for completing any transfer shall depend on third party actions that are outside the AISL's control, and we make no guarantee regarding the amount of time it may take to complete any transfer.

14.11. AISL may impose limits on the amount of any inbound or outbound transfers or suspend or terminate your ability to transfer funds into or out of your wallet in order in compliance with Applicable Laws or otherwise at our discretion.

15. Property Disputes

If AISL receives notice that any funds held in your wallet are alleged to have been stolen or otherwise are not lawfully possessed by you, AISL may place an administrative hold on the affected funds or your wallet, with no obligation to give you prior notice. AISL may continue such hold until such time as the dispute has been resolved and evidence of a resolution acceptable to AISL has been provided to AISL in a form acceptable to AISL. AISL shall not participate in any such dispute or the resolution of the dispute. You agree that AISL shall have no liability or responsibility for any such hold, or for your inability to withdraw the funds or invest using the Platforms during the period of any such hold.

16. Disclaimer on trading outcomes/model predictions

AISL makes no representation regarding the likelihood or probability that any actual or proposed account allocation shall achieve a particular investment outcome or goal. Please note that past performance is not a guarantee of future success, and investments are subject to volatility which means that returns in any period may be far above or below those of previous period. Furthermore, you acknowledge that investments made on the platform may lose value and that AISL is unable to predict or forecast market fluctuations or other uncertainties that may affect the value of any investment.



You must carefully consider the appropriateness of your proposed investments considering your personal financial circumstances, including cash flow needs, tax circumstances, or other complex or subjective concerns.

We recommend that you use all available resources to educate yourself about investing in general and seek advice from your financial and legal advisers where necessary. Monitoring and adjusting your account to suit changing circumstances is your responsibility, and it is recommended that you reassess any investing program on a regular basis to ensure that it remains consistent with your current financial resources and investment objectives.

17. Your acknowledgements, representations, and warranties

The platform allows you browse, buy, offer for sale, and sell securities.

By using our Services, you acknowledge, represent and warrant that:

- 17.1. You are at least 18 years of age and of full legal capacity within your region. You understand that any access and/or or use of the Services (or any part thereof) by anyone who is not of legal age to form a binding agreement with AISL, or by anyone who is otherwise legally prohibited or unauthorised to form a binding agreement with AISL under any Applicable Law, is unlawful and in violation of this Terms and Conditions.
- 17.2. You are permitted by the Applicable Law to make use of the Services.
- 17.3. You shall use the platform for legal purposes only.
- 17.4. You undertake to not expose the Platforms to any risk of piracy and attempted attacks on the vulnerability of the platform and its security system, and to implement all appropriate measures to prevent those risks or any other risk that may affect the platform.
- 17.5. All monies you utilise on the platform were acquired through lawful means only.
- 17.6. All information and documents that you provide on the platform is accurate and complete and remains so.

By trading on the platform, you particularly acknowledge, represent and warrant that:

- 17.7. You have the required experience and knowledge and can evaluate and understanding the risks vested in the contemplated investments and those potentially associated with the investments contemplated therein, and that such have been comprehensively considered by you.
- 17.8. You have independently sought and obtained financial and legal advice where required and have not relied on any representation or statement made by AISL in reaching your investment decision.



- 17.9. You are aware that the contemplated investment involves substantial business risk, should be regarded as highly speculative and may cause substantial or total loss of your investment. You can bear the economic risk of the contemplated investment and could afford a complete loss of such investment.
- 17.10. You shall abide by the anti-money laundering and know your customer laws that are applicable in your jurisdiction.

18. Indemnity

You agree to defend, indemnify and hold AISL, its respective employees, officers, directors, shareholders, controlling persons, affiliates, agents, successors and assigns (collectively, the "Indemnified Persons") harmless, from and against any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), directly or indirectly, relating to, resulting from or arising out of the breach of any representation or warranty herein. You hereby undertake to pay any Indemnified Person (as the case may be) any amount which is required to be paid by it under this clause 18 within ten (10) business days from the Indemnified Persons' notice to such you of the liability. Without derogating from any claim and/or remedy available to any Indemnified Person under the Applicable Law, your tokens, shares, or funds in your wallet may be forfeited by and/or duly transferred to any Indemnified Person to satisfy your indemnification obligations pursuant to this section.

19. Limitation of Liability

- 19.1. Under no circumstances shall AISL, its respective employees, officers, directors, shareholders, controlling persons, affiliates, agents, successors and assigns be liable to you or any third party for any indirect, incidental, exemplary, punitive, special or consequential damages, any personal or bodily injury or emotional distress, or any loss of profits, revenue, business, data, use, goodwill or other intangible losses, arising out of or in connection with this Terms and Conditions, our Platforms, the use or inability to use our Platforms, any conduct, performance or non-performance (whether online or offline) or any other user or other third party.
- 19.2. To the extent legally permitted, we exclude all implied warranties, terms, and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our Platforms and Services.
- 19.3. Notwithstanding the previous clause 19.2, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action, giving rise to the liability.



- 19.4. The exclusions and limitations of liability provided in clauses 19.1 – 19.3 above, apply to all claims, whether based on warranty, contract, status, tort (including negligence), strict liability, or any other legal claim, whether AISL has been advised or should have known of the possibility of such damage or loss, and even if a remedy set forth in this Terms and Conditions is found to have failed of its essential purpose.

20. Termination

- 20.1. Termination of the contract shall be by you deleting your profile and discontinuing use of our Services or by AISL deleting your profile and discontinuing your use of our Services. Notwithstanding the foregoing, any termination herein shall not affect the rights and obligations accrued prior to the termination.
- 20.2. You agree that AISL shall not be liable to you or to any third party for any access, use, modification, suspension or discontinuance of the Services, or any portion thereof.
- 20.3. Upon any expiration or termination of this Terms and Conditions, you shall promptly cease using the Services.

21. Miscellaneous

- 21.1. If any provision (or part of a provision) of this Terms and Conditions is found by any court or administrative body of competent authority to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention therein.
- 21.2. No delay or failure by us to exercise or enforce any right or provision of this Terms and Conditions shall be considered a waiver. No right or remedy under this Terms and Conditions shall be considered waived by AISL unless the waiver is in writing and signed by a representative who intends to and is duly authorised to agree to the waiver on our behalf. No single or partial exercise by us of any right or remedy under this Terms and Conditions shall prevent us from exercising any other right or remedy.