

TERMS & CONDITIONS

Customer Agreement

This Agreement ("Agreement") governs the relationship between Customer and Golden Securities Limited ("service" "GSL"). This Agreement cannot be amended or waived except in writing by the data protection officer. Customer Service employees cannot amend or waive any part of this Agreement. Customer acknowledges that Golden Securities Limited may revise this terms of use by sending notice of the revised version by e-mail or upon Customer log-in. Customer's use of any Golden Securities Limited Service channels after such notice constitutes acceptance of the revised Agreement.

Responsibility for Customer Orders/Trades

Customer acknowledges that GSL does not know whether someone entering orders with Customer's user name/password is Customer. Customer is responsible for the confidentiality and use of Customer's user name/password and agrees to report any theft/loss of such user name/password, or any unauthorized access to Customer's account, immediately by telephone or electronically through the registered Broker. Customer remains responsible for all transactions entered using Customer's user name/ password.

Order Cancellation/Modification

Customer acknowledges that it may not be possible to cancel/ modify an order and that Customer is responsible for executions notwithstanding a cancel/modify request.

Order Execution

IDIA shall execute Customer orders through GSL being the customers' broker. GSL may decline any Customer order, or terminate Customer's use of GSL's services at any time in its discretion. All transactions are subject to rules and policies of relevant markets and clearinghouses, and applicable laws and regulations. GSL IS NOT LIABLE FOR ANY ACTION OR DECISION OF ANY EXCHANGE, MARKET, BROKER, CLEARINGHOUSE OR REGULATOR.

Confirmations

- Customer agrees to monitor each order until broker confirms through the App execution or cancellation. Customer acknowledges that confirmations of executions or cancellations may be delayed or may be erroneous (e.g. due to computer system issues) or may be cancelled/adjusted by an exchange. Customer is bound by the actual order execution.
- Customer agrees to notify GSL immediately by telephone or electronically through the website if:
 1. Customer fails to receive an accurate confirmation of an execution or cancellation;
 2. Customer receives a confirmation that is different than Customer's order;
 3. Customer receives a confirmation for an order that Customer did not place; or
 4. Customer receives an account statement, confirmation or other information reflecting inaccurate orders, trades, balances, positions, margin status or transaction history. Customer acknowledges that IDIA through the Broker may adjust Customer's account to correct any error.

Accounts

In order to access or use some of the features on Platform, you will be required to log-in to and create an account (your "Account") through the App

Platform practices governing any resulting collection and use of your personal information are disclosed in our Privacy Notice which can be found [here](#). You will select your own password while getting on boarded.

"Person" means individual, sole proprietorship, partnership, joint venture, Limited Liability Company, limited liability partnership, trust, estate, unincorporated organization, association, corporation, institution, or other entity.

At the time of registration (or we may send you an e-mail notification with a one-time OTP) and you agree that:

1. You are eighteen years of age and otherwise comply with applicable law;
2. You will not use a username (or e-mail address) that is already being used by someone else, that infringes the intellectual property or other right of any person or entity, or is offensive;
3. You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process;

4. You are solely responsible for all activities that occur under your Account, password, and username;
5. You are solely responsible for maintaining the confidentiality of your password and for restricting access to your mobile device so that others may not access any password protected portion of Platform using your name, username, or password;
6. You are solely responsible for trade activities carried out under your account.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, forged or violates these Terms or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, with or without advance notice and without liability.

The Terms and any other documents, policies or agreements referenced or incorporated herein will continue to apply until terminated by either you or Company. If you choose to terminate your use of our Platform, you may do so by contacting us by email or through the App. Once your use of Platform is terminated, your ability to log in will be immediately deactivated. If you have any questions or trouble terminating the use of Platform, you can contact us by email or through the IDIA App. Company may continue to maintain information about a customer after their use of Platform is terminated only to the extent necessary to comply with applicable laws and to further legitimate business needs.

Event of Default

A "Default" occurs automatically, without notice upon:

1. Customer breach/ repudiation of any agreement with IDIA;
2. Proceedings by/against Customer under any bankruptcy, insolvency, or similar law;
3. Assignment for the benefit of Customer's creditors;
4. Appointment of a receiver, trustee, liquidator or similar officer for Customer or Customer property;
5. Customer representations being untrue or misleading when made or later becoming untrue;
6. Legal incompetence of Customer;
7. Proceeding to suspend
8. Customer's business or license by any regulator or organization;
9. IDIA having reason to believe that any of the foregoing is likely to occur imminently.

Customer unconditionally agrees that, upon a Default, The company may terminate any or all IDIA's obligations to Customer and shall have the right in its discretion, but not the obligation, without prior notice, to liquidate all or any part of Customer's positions in any IDIA account, individual or joint, at any time and any manner and through any market or dealer. Customer shall reimburse and hold the company harmless for all actions, omissions, costs, fees (including, but not limited to, attorney's fees), or liabilities associated with any Customer Default or any transaction undertaken by the company upon Default.

Suspicious Activity

If the in its sole discretion believes that a Customer account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), The company may suspend or freeze the account or any privileges of the account, may freeze or liquidate funds or assets, or may utilize any of the remedies in this Agreement for a "Default".

Commissions and Fees, Interest Charges, Funds

Customer acknowledges that the GSL deducts commissions/fees from Customer accounts, which will reduce account equity. Terms and conditions for deposit and withdrawal of funds (including holding periods) are as specified on the Broker website.

Knowledge of Securities, Warrants and Options; Corporate Actions

Customer acknowledges Customer's responsibility for knowing the terms of any securities, options, warrants or other products in Customer's account, including upcoming corporate actions (e.g., tender offers, reorganizations, stock splits, etc.). Quotes, Market Information.

Research and Internet Links

Quotes, news, research and information accessible through IDIA (including through links to outside websites) ("Information") may be prepared by independent Providers. The Information is the property of the company, the Providers or their licensors and is protected by law. Customer agrees not to

reproduce, distribute, sell or commercially exploit the Information in any manner without written consent of the company or the Providers. The company reserves the right to terminate access to the Information. None of the Information constitutes a recommendation by IDIA or a solicitation to buy or sell. Neither IDIA nor the Providers guarantee accuracy, timeliness, or completeness of the Information, and Customer should consult an advisor before making investment decisions.

RELIANCE ON QUOTES, DATA OR OTHER INFORMATION IS AT CUSTOMER'S OWN RISK. IN NO EVENT WILL THE COMPANY OR THE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING FROM USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE OR WARRANTY OF NON-INFRINGEMENT.

Limitation of Liability and Liquidated Damages Provision

CUSTOMER ACCEPTS THE GSL MOBILE APP "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL IT BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL. THE COMPANY SHALL NOT BE LIABLE TO CUSTOMER BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE IDIA SYSTEM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION; GOVERNMENTAL, EXCHANGE OR OTHER REGULATORY ACTION; ACTS OF GOD; WAR, TERRORISM, OR THE COMPANY'S INTENTIONAL ACTS. CUSTOMER RECOGNIZES THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF THE APP INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY THE COMPANY FOR PURPOSES OF SERVICING THE APP. IN NO EVENT SHALL THE COMPANY BE HELD LIABLE, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY CUSTOMER PRIOR TO ANY INCIDENT.

Miscellaneous

- This Agreement is governed by the laws of the Federal Republic of Nigeria.
- Customer agrees to the provision of this Agreement in English and represents that Customer understands its terms and conditions. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties. If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. Failure of the company to enforce any term or condition of this Agreement is not a waiver of the term/condition.

- GSL's Privacy Policy and consents to collection/use of Customer information as described therein.
- Customer authorizes GSL, directly or through third parties, to make any inquiries that GSL considers necessary to conduct business with Customer.