

Kapital Care Trust and Securities Ltd

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Online Customer Access Terms & Conditions



Member of The Nigerian Stock Exchange

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Disclaimer

“Carefully consider your investment objectives, the risks, charges and expenses involved in Investing in the Nigerian stock market. It’s important to note that the same way profits can be made in the market, losses can also be made as well. This therefore implies that a good knowledge of the market is required before actively investing in the stock market. Kindly check through the resources available online and possibly the help resources on Kapital Care Trust and Securities Limited website(www.kapitalcaretrust.com) which will educate you on how to trade profitably in the stock market”. Market volatility, trading volumes, system performance and other factors may delay system access and response times. Execution price, speed and liquidity are affected by many factors, including market volatility, size and type of order.

Introduction

1. Please read these Terms and conditions carefully. You are required to read and understand them before proceeding on this website or this product. If you do not accept these terms, please do not use this website or the services provided by us as described on this website.

The following terms and conditions shall govern the KCAR Online Portal Access Service.

Definitions

"Customer/Client" means a customer of KCAR Securities who has or operates an account with the company and is registered with the company.

"The Company" means Kapital Care Trust and Securities Limited. (KCAR)

"Service" means the KCAR Online Customer access Portal service

"Password" means the enabling code with which you access the system and which is known to you only.

"Account" means a stock broking account

"Mailing Address" means the customer’s mailing address in the company’s records.

"Email Address" means the customer’s email address in the company’s record

"User Name" means clients account login code to perform certain functions in the system

"Password" means clients account login password known solely by the client as part of the requirement to access the online platform.

"Instruction/order" means the customer’s request to the company for the services.

2. This service allows the Customer to:

a) Obtain information regarding customer’s balances (cash and stock) as at the last date of business with the company.

b) Obtain information with regards to any instrument in clearing or any credit standing in the customer’s account as at the last date of transaction on the customer’s account.

c) Give instructions on stock transactions (purchase / sale)

d) Monitor execution of instructions

e) View market information and analysis

3. On receipt of the Customer’s instructions, The Company will endeavour to carry out the customer’s instructions promptly, except all or any unforeseen circumstances such as Act of God, Force Majeure, technology challenges and other causes beyond the company’s control.

4. Before the Online Access can be granted to customer, he/she must have: the following:
 - i. An account with The Company
 - ii. Customer's KYC documentation is 100% completed
 - iii. Signed the Online Access "Terms and Agreement"
 - iv. An electronic device with internet access
 - v. An E-mail address
5. The Customer is prohibited from disclosing his/her details or allow access to any other person.
6. The Customer understands that his/her account code / User ID / Password / E- mail are used to give and receive instructions to and from The Company and accordingly.
7. Customer's responsibility:
 - a) The customer undertakes to be absolutely responsible for safeguarding his user code, password, Security Pin and email access and under no circumstance shall the customer disclose any or all of these to any person.
 - b) The customer undertakes that he/she shall ensure the secrecy of his user code, password, and security Pin by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the customer.
 - c) The customer expressly exempts The Company from any liability arising from any unauthorized access to the customer's account and/or data as contained in the company's records via the service, which arises as a result of inability and/or otherwise of the customer to safeguard his user code and password and/or failure to log out of the system completely by allowing on screen display of his account information.
 - d) The customer further exempts KCAR from any liability as regards breach of duty of secrecy arising out of customer's inability to diligently observe and implement the provisions of clauses 6, and/or instances of breach of such duty by hackers and other unauthorized access to the customer's account via the service.
 - e) The customer shall be responsible for changing his/her password on the service regularly and observe due care in the management of the password.
 - f) The customer shall be responsible for the security of his/her email account as this is vital for communication with the service
 - g) The customers shall be responsible for any fraud, loss and/or liability to the company or third party arising from usage of the customer's user ID and password being used by a third party and other unauthorized access. Accordingly the company shall not be responsible for any fraud that arises from usage of the customer's User ID and/or password.
8. Under no circumstances shall The Company be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the company or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at the customers risk.
10. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangements are owned by the company and the rights providers and should not be disseminated in any form electronic or print. Only customer related information should be printed for personal use only
11. The Company shall not be responsible for any virus encountered in making use of this service.

12. Customer's right to use the service is personal therefore customer agrees not to assign or make any commercial use of the service. Customer agrees that documents printed on this service cannot serve as official document unless authenticated by The Company.
13. The customer expressly understands and agrees that use of the service is at his/her sole risk. The service is provided on an "as is" and "as available" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
14. Specifically The company makes no warranty that (i) the service will meet customers' requirements (ii) the service will be uninterrupted, timely, secure, or error-free (iii) the results that may be obtained from the use of the service will be accurate or reliable (iv) the quality of any products, services, information or other material obtained by the customer through the service will meet Customer's expectations, and (v) any errors in the technology will be corrected.
15. Any material downloaded or otherwise obtained through the use of the service is done at customer's own discretion and risk and The Company is not responsible for any damage to customer's computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by customer from us or through or from the service will create any warranty not expressly stated in these terms.
16. The customer agrees that The Company shall not be liable for any damages, whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if we have been advised of the possibility of such damages, resulting from:
- a. the use or the inability to use the service
 - b. the cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
 - c. Unauthorized access to or alteration or transmission of data;
 - d. statements or conduct of anyone on the service; or
 - e. any other matter relating to the service.
17. Orders for online eligible Securities (Buy, provided your account is funded and Sell, provided you have the asset in your portfolio) generally may be entered through the Service during regular market hours, which are 10:00 a.m. to 2:30 p.m. Nigerian Time Monday through Friday, excluding certain holidays. KCAR may interrupt the ability to enter orders through the Service during certain periods, such as periods of systems upgrades or maintenance, or for any other reason, as will be indicated on our Internet site.
18. While most orders execute quickly, we are not responsible for any delay or inaccuracy occasioned by the use of this service.
19. Orders that have already been executed cannot be modified or canceled. Attempts to modify or replace executed orders may result in duplicate transactions for which you will be responsible. If you attempt to cancel an order, make sure the cancellation was effective.

20. Indemnification. Except where caused by The Company's intentional misconduct or gross negligence, the customer agree to protect and fully compensate The Company and its affiliates and service providers from any/and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees) caused by or arising from customer's use of the service, violation of the terms or infringement, or infringement by any other user of customer's account, of any intellectual property or other right of anyone.

21. Service changes and discontinuation. The company reserves the right to change or discontinue, temporarily or permanently, the service at any time without notice. In order to maintain the security and integrity of the service the company may also suspend customer's access to the service at any time without notice. Customer agrees that the company will not be liable to the customer or any third party for any modification or discontinuation of the service.

22. Others. The Company is not an agent or other legal representative of the customer for any purpose by reason of this Agreement and/or any other party whom the customer is using this service to pay. This Agreement is personal to the customer and the customer may not assign it to anyone. All notice to the customer shall be in writing via the address the customer has provided to the company or via the customer's registered email address, all notices to the company must be made in writing and sent to The Company's address. The Company and the customer shall be an independent contractor, and nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between parties. If any of these terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with other provision remaining in full force and effect.

No Recommendations

You understand and acknowledge that access to Market Data, Account Information, research information, or any other data or information made available through our online services does not in any way constitute a solicitation, recommendation, or advice.

KCAR assumes no liability or responsibility for recommendations made by any of her representatives.

An investment in securities is not guaranteed by KCAR or any of its affiliates and may lose value.

You acknowledge that you have read and understood this disclosure and that you have had opportunity to ask questions.

The laws of the Federal Republic of Nigeria shall apply to this agreement I/We agree that the above terms and conditions shall govern my/our online access relationship with the company as far as the service is concerned.

Given under my/our hands/seal this _____ day of _____

Name: _____

CSCS Number _____

Address: _____

Signature: _____ Date: _____