



CRC Credit Bureau Limited

In association with Dun & Bradstreet

Self Enquiry Term of Service

These Terms are a contract between you and CRC Credit Bureau Limited ("**CRC**"). The Terms cover important information about the terms and conditions upon which CRC has agreed to provide the Self Enquiry Credit Information Report to you (the "**Service**"). By filling and submitting the Self Enquiry Request Form, you are agreeing to these Terms of Service, the Privacy Policy and all other policies or notices posted on CRC's web site at the time of such submission. **If you don't agree to these Terms of Service, please do not submit the Request Form.**

CRC reserves the right to change these Terms of Service at any time without any notice to you. It is your responsibility to review these Terms of Service from time to time for any changes as it creates binding legal agreement between you and CRC.

Delivery of Self Enquiry Credit Information Report

You fully understand that the processed Self Enquiry Credit Information Report ("Self Enquiry Report") will be sent to a branch location of a bank with which you have a confirmed banking relationship ("**Your Preferred Branch Location**"). You also fully understand that this option is available solely for your convenience and that CRC shall engage the services of a courier company ("**Courier Company**") to deliver the Self Enquiry Report to Your Preferred Branch Location. Consequently, you hereby:

1. undertake to accurately fill the Self Enquiry Request Form and hereby confirm and certify that the information provided therein is accurate and reliable.
2. authorise CRC to deliver the Self Enquiry Report to the Courier Company for deliver to you at Your Preferred Branch Location.
3. authorise CRC to deliver your Self Enquiry Report to the Manager of Your Preferred Branch Location and agree that such delivery shall be due delivery of the Self Enquiry Report to you.
4. agree that upon the delivery of the Self Enquiry Report at Your Preferred Branch Location, CRC shall have fulfilled its obligations hereunder and shall be relieved of any obligation to deliver the Self Enquiry Report to you.

No Warranty by CRC

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS SERVICE IS AT YOUR SOLE RISK. THE SELF ENQUIRY REPORT IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. CRC DOES NOT MAKE ANY OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW OR CUSTOM. PARTICULARLY, **CRC DOES NOT AND CANNOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENCY, MERCHANTABILITY OR FITNESS OF THE INFORMATION IN THE SELF ENQUIRY REPORT FOR A PARTICULAR PURPOSE. IN ADDITION, CRC MAKES NO WARRANTY THAT THE SELF ENQUIRY REPORT WILL BE TIMELY OR THAT ANY RESULTS MAY BE OBTAINED FROM THE USE THEREOF.**

Limitation of Liability

YOU UNDERSTAND AND AGREE THAT CRC WILL NOT BE LIABLE TO YOU, IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, DAMAGES,



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COSTS, CHARGES, EXPENSES OR OTHERWISE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF REVENUE, PROFIT OR ANTICIPATED PROFIT THAT YOU MAY SUFFER OR INCUR ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF OR YOUR USE OF THE SELF ENQUIRY REPORT OR HOWSOEVER UNDER OR IN CONNECTION WITH OR INCIDENTAL THERETO.

YOU ALSO AGREE AND ACKNOWLEDGE THAT IF, FOR ANY REASON, THE FOREGOING LIMITATION OF LIABILITY IS FOUND INOPERATIVE OR DECLARED BY A COURT OF COMPETENT JURISDICTION, TO BE UNENFORCEABLE OR INVALID AND LIABILITY IS IMPOSED ON CRC, THEN CRC'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES TO YOU ARISING OUT OF ANY ACTS OR OMISSIONS OF CRC IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED HEREUNDER, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY YOU FOR THE SERVICE.

YOU FURTHER AGREE THAT CRC SHALL NOT BE LIABLE FOR ANY LOSS, INJURIES, EXPENSES ETC, SUFFERED OR INCURRED AS A RESULT OF:

- 1. DELIVERY OF THE SELF ENQUIRY REPORT TO YOUR PREFERRED BRANCH LOCATION, PROVIDED THAT SAME IS MARKED "PRIVATE AND CONFIDENTIAL" AND FOR THE ATTENTION OF THE BRANCH MANAGER.**
- 2. FAILURE OF THE COURIER COMPANY TO DELIVER THE SELF ENQUIRY REPORT TO YOUR PREFERRED BRANCH LOCATION OR AT ALL, OR DELIVERY TO THE WRONG ADDRESS DUE TO ANY ERROR IN THE INFORMATION PROVIDED IN YOUR SELF ENQUIRY REQUEST FORM.**
- 3. THE UNAUTHORISED OPENING OF THE SELF ENQUIRY REPORT AND OR DISCLOSURE OR USE OF THE INFORMATION CONTAINED THEREIN BY ANY STAFF OF YOUR PREFERRED BRANCH LOCATION.**
- 4. ANY DELAY IN THE DELIVERY OF THE SELF ENQUIRY REPORT TO YOUR PREFERRED BRANCH LOCATION.**

Proprietary Rights

CRC retains all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Self Enquiry Report and the information therein. If you give feedback on the Service, for example recommendations for improvements or features, implementation of that feedback is owned by CRC and may become part of the Service without compensation to you. We reserve all rights in and to the Service unless we expressly state otherwise. The Self Enquiry Report contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You may not copy, frameset, enclose or otherwise distribute any part of the Report

All brand, product and service names used in the Service which identify CRC and or its partners and our or their proprietary products and services are the trademarks or service marks of CRC or its partners. Nothing in this Service shall be deemed to confer on any person any license or right on the part of CRC or such partner with respect to any such image, logo or name.



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CRC hereby grants you upon payment of the relevant fee, the perpetual exclusive and non-assignable license to use the Self Enquiry Report together with the information contained therein solely for your personal purpose.

Additional Terms

You hereby certify that you understand and agree to the following:

- Refunds will not be issued once a Self Enquiry Report has been prepared and sent to your Preferred Branch Location.
- If you have questions regarding your credit report or would like to dispute information, you may request an investigation by contacting the bank that supplied the information, as indicated in the report or initiating the CRC dispute procedure by contact CRC directly.
- CRC is not responsible for the accuracy or contents of your credit file, including but not limited to information delivered in the Self Enquiry Report, as same is provided by your bankers and such information has not been subjected to independent verification by CRC.

The terms and conditions in this Terms of Service are subject to all applicable laws and regulations inclusive of regulations issued from time to time by the Central Bank of Nigeria or any of the National Pension Commission, Securities and Exchange Commission, National Insurance Commission, Nigerian Communication Commission or other regulatory institutions to the extent that such regulations may apply to your operations/business.

Neither this Terms of Service, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by you without the prior written permission of CRC. Any purported assignment without such permission shall be void.

Any waiver of any rights of CRC hereunder shall be in writing, signed by CRC, and any such waiver shall not operate as a waiver of any future breach of this Terms of Service. In the event any portion of this Terms of Service is found to be illegal or unenforceable, such portion shall be severed therefrom, and the remaining terms shall be separately enforced.

This Terms of Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. You will indemnify and hold CRC (and CRC's officers, directors, agents, subsidiaries, joint ventures, licensees, employees, and third-party partners) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Terms of Service, or your violation of any law or regulation, or the rights of any third party. This Terms of Service is solely and exclusively between you and CRC and you acknowledge and agree that:

- (i) no third party, including a third-party partner of CRC is a party to this Terms of Service, and
- (ii) no third party, including any third-party partner of CRC has any obligations or duties to you under this Agreement.

Arbitration & Governing Law



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You understand and agree that all claims, disputes or controversies between you and CRC in relation to the provision of the Service, including but not limited to tort and contract claims, claims based upon any federal, state or local statute, law, order, ordinance or regulation, and the issue of arbitrability, shall be resolved by final and binding arbitration at a location determined by a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004 and any modification or re-enactment thereof in force at the relevant time. Any dispute concerning whether a dispute is arbitrable shall be determined by the arbitrator and not by the court. Judgment upon any award rendered by the arbitrator may be entered by any state or federal high court having jurisdiction in that area. Neither you nor CRC shall be entitled to join or consolidate claims in arbitration by or against other consumers or arbitrate any claim as a representative or member of a class.

This Agreement shall be governed by and is subject to the laws of the Federal Republic of Nigeria.