



PART ONE: NKWA TERMS OF SERVICE

By visiting and signing up on this website/app, you accept our terms and conditions of service.

1. INTRODUCTION

NKWA is an online savings platform accessible via a website and mobile application. We allow you to make locked savings towards particular goals within a set duration of time or target amount.

Our users may earn up to 3% on savings per annum.

Users are charged a 5% fine in case they try breaking a savings plan. Breaking a savings plan means trying to withdraw your savings under a goal when you haven't reach the duration of time or target amount you set when creating the goal.

Nkwa is a product of Maealth Tech Inc. A duly registered company in Cameroon. Maealth is in legal partnerships with MTN mobile money & Orange money to use their mobile money APIs for payments, collection of savings.

1.1. Purpose

We offer a savings service. As our Client, we will lock your savings so you can make better decisions at no cost, FREE. By using our website and mobile applications, you enter into a series of legally binding agreements. You also agree to our Privacy Policy which covers how we collect, use, share and store your personal information.

1.2. Agreement

When you access our website at www.mynkwa.com as a User and Client, you're agreeing to be bound by the following Terms of Use. Please therefore take the time to read the following binding Terms of Use below. For the purpose of this agreement a User is an individual who uses our website/app to evaluate our service, or for educational purposes and a Client is an individual who signs up on NKWA that entitles the Client to make locked savings online. This Agreement, as well as the Privacy Policy applies to both Users and Clients. If you elect to become a Client, you will be subject to these Terms of Use, our Client Agreement, our Privacy Policy and any additional terms to which you agree when you create and fund a savings.

2. OBLIGATIONS

You must be 18 or older to access our website or mobile applications.



2.1. Eligibility

NKWA is intended solely for individuals who are 18 or older. Any access to or use of NKWA by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms of Use. By accessing or using NKWA, you represent and warrant that you are 18 or older.

2.2. Your Access

In order to access certain features of NKWA, you must register to create an account. When you register, you will be asked to choose a password, which you will be required to use to access your account. NKWA has physical, electronic and procedural safeguards that comply with regulatory standards to guard user's non-public personal information (see Privacy Policy). You are responsible for safeguarding your password and other account information. You agree not to disclose your password to any third party and you will notify NKWA immediately if your password is lost or stolen or if you suspect any unauthorized use of your account.

As a user you agree that you shall be solely responsible for any activities or actions under your user account, whether or not you have authorized such activities or actions. You agree that the information you provide to us on account registration through our website will be true, accurate, current, and complete. You may not scrape or copy information through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work). If you wish to learn more about becoming a Partner, please contact info@mynkwa.com

2.2. Alerts, Notifications and Service Communications

By creating an account, you automatically sign up for various types of alerts via e-mail and mobile notification. We never include your password in these communications, but we may include your name, or email address. Anyone with access to your e-mail or mobile device will be able to view these alerts. You may unsubscribe from marketing oriented emails at any time.

3. DISCLAIMER AND LIMIT OF LIABILITY

NKWA cannot be held responsible for any financial recommendations provided to Users.



3.1. Disclaimer Warranties

Your use of NKWA's website/app, and the personal information you provide is at your sole discretion. NKWA's website/app and all materials, information, products and services included therein, are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from NKWA.

NKWA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO NKWA'S WEBSITE/APP, CONTENT AND/OR USER INFORMATION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. NKWA DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED:

1. REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF NKWA'S WEBSITE/APP, CONTENT AND/OR USER INFORMATION;
2. THAT NKWA'S WEBSITE/APP WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED;
3. THAT NKWA'S WEBSITE/APP WILL BE FREE FROM ELECTRONIC VIRUSES; OR
4. REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY NKWA ON ITS WEBSITE INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED THROUGH SOCIAL MEDIA.

No advice or information, whether oral or written, obtained by you from NKWA's website/APP, shall create any warranty not expressly stated in this Agreement. If you choose to rely on such information, you do so solely at your own risk.

3.2. Limitation of Liability

IN NO EVENT SHALL NKWA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR



USE OF NKWA, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH NKWA, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT NKWA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL NKWA'S CUMULATIVE LIABILITY TO YOU EXCEED XAF 15,000.

4. TERMINATION

Either of us can end this agreement at any time, subject to the maturity of all plans. You may request termination of your user account at any time and for any reason. We may terminate or suspend your access to NKWA, in our sole discretion, at any time for any reason without notice to you. Further, if we believe, in our sole discretion, that a violation of these Terms of Use has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms of Use. We may seek to gather information from a user who is suspected of violating these Terms of Use (or from any other user) and you agree to provide us with such information.

5. DISPUTE RESOLUTION

If there is a legal dispute, it will take place in the Courts under Cameroonian Law. You agree that these Terms of Use shall be governed by and interpreted in accordance with the laws of the Republic of Cameroon.

6. NKWA "DOS" AND "DON'TS"

NKWA grants you a license to use our website/app so long as you comply with all our rules.

6.1. Dos: You agree you will:

6.1.1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;

6.1.2. Provide accurate information to us, whether reported directly or through a third party who you authorize, and keep it updated;

6.1.3. Use the services solely for your personal, non-commercial use;



6.1.4. Use your real name on your profile and keep your password confidential;

6.1.5. Use the Services in a professional manner.

6.2. Don'ts: You agree you won't:

6.2.1. Circumvent, disable, or otherwise interfere with security-related features of NKWA or features that prevent or restrict use or copying of any content or user information

6.2.2. Upload, email, transmit, provide, or otherwise make available:

- any user information which you do not have the lawful right to use, copy, transmit, display, or make available (including any user information that would violate any confidentiality or fiduciary obligations that you might have with respect to the user information); or
- any user information that infringes the intellectual property rights of, or violates the privacy rights of, any third-party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); or
- interfere with or disrupt (or attempt to interfere with or disrupt) any NKWA web page, server, or network, or the technical delivery systems of NKWA's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to NKWA.
- attempt to probe, scan, or test the vulnerability of any NKWA system or network or breach or impair or circumvent any security or authentication measures protecting NKWA;
- attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide NKWA;
- impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering, or commit fraud;
- violate any applicable law, regulation, or ordinance;
- scrape or copy information through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- copy or use the information, content or data on NKWA in connection with a competitive service (as determined by NKWA);
- monitor NKWA's availability, performance or functionality for any competitive purposes.



- Use NKWA or content thereon in any manner not permitted by these Terms of Use

7. GENERAL TERMS

In the event that any provision in these Terms of Use is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. You may not assign this Agreement (by operation of law or otherwise) without the prior written consent of NKWA, and any prohibited assignment will be null and void.

NKWA may assign this Terms of Use Agreement or any rights hereunder without your consent. The relationship of the parties under these Terms of Use is that of independent contractors, and these Terms of Use will not be construed to imply that either party is the agent, employee, or joint venture of the other.

Note that if you elect to become a user, the relationship of the parties will be governed by these Terms of Use, our Privacy Policy and any additional terms to which you agree when you create an account. We reserve the right to change this Agreement by posting a revised Terms of Use and we agree that changes cannot be retroactive. If you don't agree with these changes, you must stop using NKWA. You agree the only way to provide us legal notice is at the email and address provided below

8. INTERNATIONAL USE

NKWA is only for use in Cameroon, at least for now.

8.1. NKWA is only available for use in Cameroon. We make no representation that NKWA is appropriate or available for use outside Cameroon. Similarly, we make no representations that accessing NKWA from locations outside Cameroon is legal or permissible by local law. If you access NKWA from areas outside of Cameroon, you do so at your own risk and are yourself responsible for compliance with local laws.

9. MISCELLANEOUS

This Agreement takes priority over previous agreements

9.1. Integration & Severability



This Agreement is the entire agreement between you and us with respect to NKWA, and your use of our website/app, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

9.2. Communication: Any notice or communication will be in writing by email

You agree that these Terms of Use and the rules, restrictions, and policies contained herein, and NKWA's enforcement thereof, are not intended to confer and do not confer any rights or remedies on any person other than you and NKWA. These Terms of Use together with the NKWA's Privacy Policy constitute the entire agreement between NKWA and you with respect to the subject matter hereof. Any notice or other communication to be given hereunder will be in writing and given by (a) NKWA via email (in each case to the address that you provide), or (b) you via email to info@mynkwa.com or to such other addresses as NKWA may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted.

9.3. Feedback: We welcome your feedback!

Your feedback is welcome and encouraged. You may submit feedback by emailing us at info@mynkwa.com. You agree, however, that

- by submitting unsolicited ideas to NKWA or any of its employees or representatives, by any medium, including but not limited to email, written, or oral communication, you automatically forfeit your right to any intellectual property rights in such ideas; and
- such unsolicited ideas automatically become the property of NKWA. You hereby assign and agree to assign all rights, title, and interest you have in such feedback and ideas to NKWA together with all intellectual property rights therein. In addition, you warrant that all moral rights in any feedback have been waived, and you do hereby waive any such moral rights.



PART TWO: NKWA PRIVACY POLICY

We created this Privacy Policy to explain how we collect, use, disclose and protect your information, including any nonpublic personal information.

This policy applies to information we collect when you use our website/app or otherwise interact with us as described below. We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of this policy, and in some cases, we may provide you with additional notice (such as by adding a statement to the homepages of our website or mobile application or by sending you an email notification).

We encourage you to review the Privacy Policy whenever you interact with us to stay informed about our information practices and the ways you can help protect your privacy. This privacy policy applies to the Services provided by NKWA. (“we” or “us”).

Collection of Information

Categories of Non-public Personal Information

Information You Provide to Us

We collect nonpublic personal information you provide to us when you register for a NKWA account or when you communicate with us about your NKWA account. The types of information we may collect include your name, address, phone number, email address, username, password, contacts, and any other information you choose to provide.

Information About Your Transactions With Us

As you use your NKWA account to perform financial transactions, we collect nonpublic personal information in connection with each transaction, including transaction time, FCFA amount and merchant details. We may also collect photos, memos or other information that you attach to your transactions.

Information From Other Sources



When you create an NKWA account, we may collect information, including nonpublic personal information, about you from nonaffiliated third party service providers in order to verify your identity and for fraud prevention, including your prior addresses and names.

Other Information we collect

Information You Provide to Us

We may collect information you provide to us, such as your name, email address and any other information you choose to provide. For example, we may collect such information if you request an invite to join NKWA or if you enter into any contest or promotion.

Information We Collect Automatically from our Services

When you access or use our Services, we automatically collect information about you as follows:

- **Log Information:** We log information about your use of our Services, including the type of browser you use, access times, pages viewed, your IP address and the page you visited before navigating to our Services.
- **Device Information:** We collect information about the computer or mobile device you use to access our Services, including the hardware model, operating system and version, unique device identifiers and mobile network information.
- **Location Information:** We may collect your location information from your mobile device with your prior consent.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect information on our Services and other websites, and this may include sending cookies to your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory that help us to improve our Services and your experience, see which areas and features of our Services are popular and count visits. We may also collect information using web beacons (also known as "tracking pixels"). Web beacons are electronic images that may be used in our Services or emails and help deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon.
- **How We Respond to "Do Not Track Signals":** We allow Do Not Track browser configurations. We use cookies and other tracking technologies, and Do Not



Track status may alter the available services with certain browsers, when these tracking functionalities are used to provide services. We do not alter the information our applications attempt to collect based on your Do Not Track configuration.

Use of Information

We may use your information, including nonpublic personal information as follows:

- Provide, maintain and improve our Services;
- Provide and deliver the products and services you request, process transactions and send you related information, including confirmations;
- Verify your identity and prevent fraud;
- Send you technical notices, updates, security alerts and support and administrative messages;
- Respond to your comments, questions and requests and provide customer service.
- Communicate with you about products, services, offers, promotions, rewards, and events offered by NKWA and others, and provide news and information we think will be of interest to you;
- Monitor and analyze trends, usage and activities in connection with our Services;
- Personalize and improve the Services and provide advertisements, content or features that match user profiles or interests;
- Link or combine with information we get from others to help understand your needs and provide you with better service; and
- Carry out any other purpose for which the information was collected.

NKWA is based in Cameroon and the information we collect is governed by the Cameroonian law. By accessing or using the Services or otherwise providing information to us, you consent to the processing and transfer of information in and to Cameroon and other countries.

Disclosure of Information

We may disclose any information we collect about current and former customers, including nonpublic personal information, to affiliates and non-affiliated third parties as follows:



1. With financial service providers;
2. With another user
3. With non-financial companies, such as email service providers that perform marketing services on our behalf, and fraud prevention service providers that use the information to provide services to NKWA and other companies;
4. With a non-affiliated third-party to access and transmit your personal and financial information from a relevant financial institution. You grant the third-party the right, power, and authority to access and transmit this information according to terms of their privacy policy;
5. With other nonaffiliated companies for our everyday business purposes, such as to process transactions, maintain accounts, respond to court orders and legal investigations or report to credit bureaus. For example, in connection with our everyday business purposes, we may share information about you as follows:
 - In response to a request for information, if we are required by, or we believe disclosure is in accordance with, any applicable law, regulation or legal process;
 - With relevant law enforcement officials or other third parties, such as investigators or auditors, if we believe it is appropriate to investigate fraud;
 - If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property and safety of NKWA or others;
 - In connection with, or during negotiations of, any merger, sale of NKWA's assets, financing or acquisition of all or a portion of our business to another company; and
 - With your consent or at your direction, including if we notify you that the information you provide will be shared in a particular manner and you provide such information.

Account Information

You may edit your account profile information by logging into your account via our Services. If you wish to delete or deactivate your online account, please do so, but note that we may retain certain information as required by law or for legitimate business purposes.



Promotional Communications

You may opt out of receiving promotional emails and text messages from NKWA by following the instructions in those messages. Please note that if you opt out, we may still send you transactional or relationship messages, such as those about your account or our ongoing business relations.

Location Information

If you initially consent to the collection of location information by NKWA you may be able to subsequently stop this collection through your device operating system settings or through your online account settings.

Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Services.

Social Sharing Features

Our Services include social sharing features for common social networks to let users share content. These features are served from third-party services that may serve their own cookies. The use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the entity that provides the social sharing feature. For more information about the purpose and scope of data collection and processing in connection with social sharing features, please visit the privacy policies of the entities that provide these features.

Analytics and Advertising Services Provided by Others

We may allow others to provide analytics services on our behalf and to serve advertisements on our behalf across the Internet. These entities may use cookies, web beacons and other technologies to collect information about your use of the Services and other websites, including your IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by NKWA and others, to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising targeted to your interests and better understand your online activity.

Security



NKWA takes reasonable measures to help protect all information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. Additionally, NKWA implements policies designed to protect the confidentiality and security of your nonpublic personal information, including a privacy pro

Questions: If you have any questions

This document constitutes NKWA's complete Terms of Use & Privacy Policies for NKWA and related services. If you have questions about these or about NKWA or content thereon, please contact NKWA at info@mynkwa.com

You can also contact NKWA by phone at

+237 678059719

+237 673415967

OR

Visit our office at Mile 17, Buea Cameroon (Ntarinkon Credit Union Building- Office on the left of top floor).