

## **TERMS OF SERVICE**

### **Welcome to SKYDD!**

These Terms of Service (“**Terms**”) forms a legal agreement between SKYDD INSURANCE BROKERS LIMITED, the provider of SKYDD and you or the entity you represent (“**you**” and “**your**”) and governs your use of the Services available on SKYDD’s website or mobile application.

By accepting these Terms, you agree to be bound by these Terms. If you do not agree to these Terms, you will be unable to access all or certain parts or features of our website, services and/or mobile application (the “Platform”).

### **About SKYDD**

SKYDD offers digital distribution of health insurance products and services through an aggregation of reliable & accredited health insurance organizations.

### **Eligibility**

In order for you to use SKYDD’s services and products or access certain portions of the SKYDD website or mobile application, you may be required to open a SKYDD account. To open an account, you will be required to provide a username, your email address and a unique password. However, you must be 18 years or more to open an account on SKYDD. If you are under the age of 18 years, or considered a minor in your country, you must have your parent or legal guardian’s consent to use our services and to accept these Terms.

### **Verifying Your Identity**

You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. You must, at our request:

- provide further information to us, which may include your date of birth and or other information that will allow us to reasonably identify you;
- take steps to confirm ownership of your email address or financial information; or
- verify your information against third party databases or through other sources.

We reserve the right to close, suspend, or limit access to your account, in the event that we are unable to obtain or verify to our satisfaction, the information which we request under this section.

### **Maintaining Your Account**

When you create an account with us, you guarantee that you are legally permitted to open the account and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the suspension or immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your credentials (account, password etc), for yourself as well as individuals granted access by you to perform actions on your behalf. The confidentiality of your credentials includes but is not limited to maintaining the security of your electronic devices such as mobile devices and computers and other credentials such as email which may be used to gain access to the Service. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account or accounts which have access to act on your behalf. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

### **Our Right Over Your Account**

We reserve the right to restrict your access, temporarily or indefinitely block your account, stop any projects you have in progress, and/or issue you a warning if:

- you breach the letter or spirit of these Terms and conditions or the referenced policies;
- we are unable to verify or authenticate any information you provide to us;
- we believe that your actions may cause any loss or liability to our Users or to us

### **Forgot Pin, Username**

If you forget your password or log in details or want to change them, you can click on the 'forgot Username' option on the login page of your SKYDD account and follow the steps. Where you suspect that your PIN has compromised, you may need to contact us via our email below.

### **If Something Goes Wrong**

Though we have taken extra precautions to ensure that all your use of our Services and platform are secure. However, we do not guarantee secure, continuous, uninterrupted access to any part of the services on SKYDD, software, or systems, including any networks and servers used to provide any of the services stated herein. Accordingly, we are not responsible for the matters, which include actions of hackers and other unauthorized third parties that breach our reasonable security procedure. No method of electronic transmission or storage is 100% secure. Therefore, we cannot guarantee absolute security of the Platform. If we discover any security issues that may compromise your account, we'll contact you as soon as possible using one of our usual channels. However, we are not responsible for any loss you incur if:

- you provide and authenticate incorrect instructions on which basis a transaction is processed.
- you deliberately or negligently disclosed your PIN or allowed access to your account.

### **Prohibited Activities**

When using or accessing the Platform you must comply with these Terms and all applicable laws, guidelines and regulations. You shall not do any of the following:

- Gain or attempt to gain access to another User's account or any non-public portions of the Platform,
- Use the Platform in any manner that could interfere with, disable, disrupt, overburden, or otherwise impair the Services on the Platform.
- Use the Services in any manner that we reasonably believe to be an abuse of or fraud on the Platform or the payment systems connected with the Platform.
- Upload, transmit, or distribute to or through the Services any viruses, worms, malicious code, or other software intended to interfere with the Services, including its security-related features.
- Use the Platform to violate applicable law or infringe any person's or entity's intellectual property rights or any other proprietary rights.
- Access, search, or collect data from the Platform with intent to store, transfer or sell the personal data of other users without our prior consent.
- Upload, transmit, or distribute to or through the Services any viruses, worms, malicious code, or other software intended to interfere with the Services, including its security-related features.
- Use the Platform to violate applicable law or infringe any person's or entity's intellectual property rights or any other proprietary rights.
- Access, search, or collect data from the Platform with intent to store, transfer or sell the personal data of other users without our prior consent.

### **Modifications To These Terms**

We may change these Terms from time to time. This is solely at our discretion and changes will be effective when posted on the Platform with no other notice provided. Please check the Terms regularly for updates as changes shall be effective immediately, and we may indicate the date of such revision.

In addition, we may change, suspend or discontinue any aspect of the Services at any time, including the availability of any feature, or content. We may also impose limits on certain features and service or restrict your access to parts or all of the Platform or the Services provided without notice or liability.

If you keep using the Platform after a change, you are deemed to have accepted the new terms.

### **Support**

We will provide you with support to resolve general issues relating to your SKYDD account and your use of the Services through resources and documentation that we make available on the SKYDD website and in the documentation. Our support service is also available when you contact us through our communication channels in the contact us section.

### **Fee Collection**

You must pay, or ensure that we are able to collect fees and other amounts you owe under these Terms when due. We may deduct, recoup or setoff fees and other amounts you owe under the Service, from your SKYDD wallet, or invoice you for those amounts. If you fail to pay amounts that you owe under the Service, then we may, terminate your use of the Service.

## Liability

Subject to any other provision of these Terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:

- any loss or damage you suffer as a result of using your account.
- any delay or failure in processing a transaction on your behalf.
- any transaction which is processed by us on your behalf;
- any failure, malfunction, delay or error (for any reason) of any equipment, system or software (including, without limitation, the telephone, internet enabled device, software and telecommunications and ISP services you use to access an account or payment facility);
- any unavailability or failure of a payment facility to accept instructions from you;
- any unauthorized access to, or disclosure of information relating to your account; or
- any other action taken or not taken in relation to your account.

## Limited License

The content and works (including design, text, graphics and the selection and arrangement) on the Platform are exclusively owned by SKYDD. The duplication, processing, distribution and any kind of exploitation of the Platform's content (to the extent not permitted by copyright laws) require our prior written consent. Any use of the Platform not expressly permitted by these Terms of Use and may violate our copyright, trademark and other laws. You must not use any part of the materials on the Platform for commercial purposes without obtaining a license to do so from us or our licensors.

## Termination

You can close your account any time you want. If you'd like to, please contact us (see how to reach us section). If after termination you use the Services again, this Agreement will apply with an Effective Date that is the date on which you first use the Services again.

We reserve the right to close your account or stop you using the Platform and without notice in order to maintain security, if:

- You have breached the Terms and conditions.
- You give us false information at any time.
- We suspect fraud or an attempt at fraud.
- You have broken the law or attempt to break the law.

## Involvement With Third Parties

- Links to Third Party Platforms.** The Platform may allow access to other websites. These linked Platforms are not under our control, and we are not responsible for the contents of any linked Platform. We may provide links only as a convenience, and such inclusion of any link does not imply endorsement by Us of the Platform or any part of its contents.
- Items of Third Parties.** Some of our Services allow users to upload or route various information. You acknowledge that, except for Items clearly identified as being those of

SKYDD, we do not operate, control or endorse any Items listed on the Platform or processed by the Platform and have no responsibility whatsoever relating to these Items.

## **Disclaimers**

- The website may be under constant upgrades, and some functions and features may not be fully operational during periods of upgrade or software maintenance.
- We disclaim any liability arising due to the vagaries that can occur in the electronic distribution of information.
- You acknowledge that third party services are available on the Platform. We may have formed partnerships or alliances with some of these third parties from time to time in order to facilitate the provision of certain services to you. However, you acknowledge and agree that at no time are we making any representation or warranty regarding any third party's services nor will we be liable to you or any third party for any consequences or claims arising from or in connection with such third party including, and not limited to, any liability or responsibility for, death, injury or impairment experienced by you or any third party. You hereby disclaim and waive any rights and claims you may have against us with respect to third party's services.
- We do not, in any way, endorse any information or service offered or described on the Platform. In no event shall we be liable to you or any third party for any decision made or action taken in reliance on such information.
- You assume all responsibility and risk with respect to your use of the Platform. The services are provided and available "as is," and "as available". You understand and agree that, to the fullest extent permitted by law, we disclaim all warranties, representations and endorsements, express or implied, with regard to the Platform, including, without limitation, implied warranties of title, merchantability, non-infringement and fitness for a particular purpose.
- We do not warrant use of the website will be uninterrupted or error-free or that errors will be detected or corrected. We do not assume any liability or responsibility for any computer viruses, bugs, malicious code or other harmful components, delays, inaccuracies, errors or omissions, or the accuracy, completeness, reliability or usefulness of the information disclosed or accessed through the services.
- In no event, under no legal or equitable theory (whether tort, contract, strict liability or otherwise), shall we or any of our respective employees, directors, officers, agents or affiliates, be liable hereunder or otherwise for any loss or damage of any kind, direct or indirect, in connection with or arising from the use of the Platform / services or our agreement with you concerning the services, including, but not limited to, (i) the use of or inability to use the Platform, the service, or the content, (ii) any transaction conducted through or facilitated by the Platform; (iii) any claim attributable to errors, omissions, or other inaccuracies in the Platform, the service and/or the content, (iv) unauthorized access to or alteration of your transmissions or data, or (v) any other matter relating to the Platform, the service, or the content, and any compensatory, direct, consequential, incidental, indirect, special or punitive damages, lost anticipated profits, loss of goodwill,

loss of data, business interruption, accuracy of results, or computer failure or malfunction, even if we have been advised of or should have known of the possibility of such damages.

### **Severability**

If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

### **Force Majeure**

To the fullest extent permitted under applicable law, we will be excused from performance under these Terms for any period that we are prevented from or delayed in performing any obligations pursuant to this Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes, (d) labor strikes; (e); (f) unauthorized access to our information technology systems by third parties; or (g) other causes beyond our reasonable control and contemplation.

### **Indemnity**

You agree to unconditionally release, indemnify, defend and hold SKYDD harmless against any liability, cost, expense, loss or any damage incurred by us (including but not limited to professional advisors' or cost of legal fees) for any claim arising from or related to: (a) SKYDD providing the Service, or accepting or processing a transaction or instruction from you (b) you breaching this Agreement or a representation or warranty you give, (c) a third-party claim against you. This Indemnity obligations shall remain in force after you close your account, or this service terminates.

### **Governing Law**

These Terms are governed by the laws of the Federal Republic of Nigeria.

### **Complaints/Feedback/Suggestions**

If you have a complaint, please contact us and we will fix the problem. You can also share your issues, feedback, enquiries or suggestions with us, by emailing us at [hello@skydd.ng](mailto:hello@skydd.ng).