

KAVIPAY.IO

END USER LICENSE AGREEMENT (EULA)

Last Updated: February 9, 2026 Effective Date: February 9, 2026

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE KAVIPAY APPLICATION.

1. GRANT OF LICENSE

PloutosLabs International Ltd ("Licensor," "we," "us," or "our"), a company incorporated in Nigeria, grants you ("User," "you," or "your") a limited, non-exclusive, non-transferable, revocable license to download, install, and use the Kavipay mobile application ("App") on your personal mobile device, solely for your personal, non-commercial use, subject to the terms and conditions of this End User License Agreement ("EULA").

This license does NOT grant you ownership of the App or any intellectual property rights therein. All rights not expressly granted are reserved by the Licensor.

2. SCOPE OF LICENSE

2.1 Permitted Uses

You may:

- Install and use the App on devices you own or control
- Create one personal account associated with your verified identity
- Use the App to access Kavipay's virtual and physical card services
- Receive automatic App updates and improvements

2.2 Prohibited Uses

You may NOT:

- Reverse engineer, decompile, disassemble, or attempt to derive source code from the App
- Modify, adapt, translate, or create derivative works based on the App
- Remove, alter, or obscure any copyright, trademark, or proprietary notices
- Rent, lease, lend, sell, redistribute, or sublicense the App
- Use the App for any illegal, fraudulent, or unauthorized purpose
- Bypass, disable, or interfere with security features or authentication mechanisms
- Use automated tools, bots, or scripts to access the App

- Attempt to gain unauthorized access to App systems, servers, or networks
- Transmit viruses, malware, or malicious code through the App
- Use the App in violation of applicable Nigerian or international laws

3. INTELLECTUAL PROPERTY RIGHTS

The App, including all content, features, functionality, graphics, user interface, software code, databases, and underlying technology, is owned by PloutosLabs International Ltd and is protected by Nigerian copyright laws, international copyright treaties, trademark laws, and other intellectual property rights.

"Kavipay," the Kavipay logo, and all related trademarks, service marks, and trade names are the exclusive property of PloutosLabs International Ltd. You are not granted any right or license to use these marks without our prior written consent.

4. THIRD-PARTY SERVICES AND CONTENT

The App integrates with third-party services and platforms to provide its full functionality:

- **Safe Haven Microfinance Bank (MFB)** - Banking and card issuance services
- **Sudo.africa** - VISA and Mastercard virtual card programs (PCI DSS compliant)
- **Payscribe** - Card provisioning services (PCI DSS compliant)
- **Speedaf Logistics** - Physical card delivery services
- Payment card networks (VISA, Mastercard, Verve, Afrigo)
- Analytics, security, and cloud service providers

These third-party services are governed by their own terms and conditions and privacy policies. We are not responsible for the content, functionality, or practices of third-party services. Your use of these services through the App is at your own risk.

5. APP UPDATES AND MAINTENANCE

We may, from time to time, provide updates, upgrades, patches, bug fixes, or new features for the App. These updates may be automatically installed without providing prior notice. You consent to automatic updates and acknowledge that some features may require the latest version of the App to function properly.

We reserve the right to modify, suspend, or discontinue any aspect of the App at any time, with or without notice. We are not liable for any modification, suspension, or discontinuation of the App.

6. DATA COLLECTION AND PRIVACY

The App collects, processes, and stores personal data as described in our Privacy Policy, including:

- Device information (device ID, model, operating system, version)
- Location data (GPS coordinates, IP address)
- App usage analytics (features used, session duration, crash reports)
- Camera and photo library access (for KYC verification and identity documentation)
- Biometric data (fingerprint, facial recognition for authentication)
- Push notification tokens
- Contact information stored on your device (if you grant permission)

By installing and using the App, you consent to the collection and processing of this data in accordance with our Privacy Policy and the Nigeria Data Protection Regulation (NDPR). You can review our complete Privacy Policy at <https://kavipay.io/privacy> or within the App settings.

7. PERMISSIONS AND DEVICE ACCESS

The App requires certain permissions to function properly. You must grant the following permissions:

7.1 Required Permissions

- **Camera:** For identity verification, document scanning, and KYC compliance
- **Photo Library:** To upload identity documents and verification photos
- **Biometric Authentication:** For secure login using fingerprint or facial recognition
- **Internet Connection:** For all App functionality and real-time updates
- **Push Notifications:** For transaction alerts, security notifications, and important updates

7.2 Optional Permissions

- **Location Services:** For fraud prevention, compliance, and localized services (you can deny this permission, but some features may be limited)
- **Contacts:** For referral programs and peer-to-peer transfers (entirely optional)

8. USER RESPONSIBILITIES

As a user of the App, you are responsible for:

- Maintaining the confidentiality of your login credentials, PIN, and biometric data
- Ensuring your device is secure and protected from unauthorized access
- Keeping the App updated to the latest version
- Complying with all applicable laws and regulations when using the App
- Providing accurate and truthful information during registration and KYC verification

- Immediately reporting any unauthorized use or security breaches to support@kavipay.io
- Not sharing your account access with any third party

9. DISCLAIMER OF WARRANTIES

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY NIGERIAN LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- ACCURACY, RELIABILITY, OR AVAILABILITY
- FREEDOM FROM ERRORS, VIRUSES, OR HARMFUL COMPONENTS

We do not warrant that the App will operate uninterrupted or error-free, that defects will be corrected, or that the App or servers are free from viruses or harmful components.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY NIGERIAN LAW, IN NO EVENT SHALL PLOUTOSLABS INTERNATIONAL LTD, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or business opportunities
- Damages arising from unauthorized access to your device or account
- Service interruptions or App downtime
- Third-party actions or omissions (including our Service Providers)

Our maximum aggregate liability for any claims arising from this EULA shall not exceed the amount paid by you (if any) for the App in the 12 months preceding the claim. Some jurisdictions do not allow certain limitations of liability, so some of these limitations may not apply to you.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless PloutosLabs International Ltd, its affiliates, Service Providers (Safe Haven MFB, Sudo.africa, Payscribe, Speedaf Logistics), and their respective directors, officers, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including legal fees) arising from: (a) your use or misuse of the App, (b) your violation of this EULA, (c) your violation of any rights of third parties, or (d) your violation of applicable laws or regulations.

12. TERMINATION

This EULA is effective until terminated. We may terminate or suspend your license to use the App at any time, with or without notice, for any reason, including:

- Violation of this EULA or our Terms and Conditions
- Suspected fraud, illegal activity, or security threat
- Non-compliance with KYC/AML requirements
- Account termination or closure

Upon termination, you must immediately cease using the App and delete all copies from your devices. Termination does not relieve you of obligations incurred prior to termination. Sections 3 (Intellectual Property), 9 (Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), and 14 (Governing Law) shall survive termination.

13. EXPORT COMPLIANCE

You agree to comply with all applicable export and import laws and regulations of Nigeria and other jurisdictions. You represent that you are not located in a country subject to international sanctions or embargoes, and that you are not on any list of prohibited or restricted parties.

14. GOVERNING LAW AND DISPUTE RESOLUTION

This EULA shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to conflict of law principles. Any disputes arising from this EULA shall be resolved through:

- **Step 1:** Good faith negotiation
- **Step 2:** Mediation at the Lagos Multi-Door Courthouse or equivalent mediation center
- **Step 3:** Arbitration under the Arbitration and Mediation Act 2023

If arbitration is not applicable, disputes shall be submitted to the exclusive jurisdiction of the Nigerian courts.

15. CHANGES TO THIS EULA

We reserve the right to modify this EULA at any time. When we make material changes, we will notify you via email or in-app notification at least 7 days before the changes take effect. Your continued use of the App after the effective date constitutes acceptance of the modified EULA.

If you do not agree to the modified EULA, you must uninstall the App and cease all use immediately.

16. SEVERABILITY

If any provision of this EULA is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced with a valid provision that most closely achieves the intent of the original provision.

17. ENTIRE AGREEMENT

This EULA, together with our Terms and Conditions and Privacy Policy, constitutes the entire agreement between you and PloutosLabs International Ltd regarding the use of the App and supersedes all prior agreements, understandings, and communications, whether written or oral.

18. CONTACT INFORMATION

For questions or concerns about this EULA, please contact us:

**PloutosLabs International Ltd (trading as Kavipay.io) Email: legal@kavipay.io
Support: support@kavipay.io Website: <https://kavipay.io> Address: **NO. 15 ,
WOKOGOLOMA STREET, D-LINE, PORT HARCOURT, RIVERS STATE, NIGERIA****

***BY INSTALLING, ACCESSING, OR USING THE KAVIPAY APP, YOU
ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE
BOUND BY THIS END USER LICENSE AGREEMENT.***

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