

# TERMS AND CONDITIONS

## Kumail App

*Last updated: 01-01-2026*

These Terms and Conditions ("**Terms**") govern your access to and use of the **Kumail** mobile application, website, and related services (collectively, the "**Service**") operated by **Kumail Innovations Limited** ("**Kumail**", "**we**", "**us**", or "**our**").

By creating an account, accessing, or using the Service, you agree to be legally bound by these Terms. If you do not agree, do not use the Service.

### 1. Definitions

- **Account:** A registered Kumail user profile.
- **User / You:** Any individual who accesses or uses the Service.
- **Transaction:** Any transfer, payment, funding, withdrawal, or related activity performed through the Service.
- **Third-Party Services:** Banks, payment processors, card networks, APIs, or other external providers.

### 2. Description of Services

- Kumail is a digital platform that enables users to create accounts, send and receive funds, perform digital transactions, and access financial and utility services through supported payment channels.
- Kumail may add, modify, suspend, or discontinue any feature or service at any time without prior notice.

### 3. Eligibility

To use the Service, you must:

- Be **at least 18 years of age**
- Be a **resident of Nigeria** (unless otherwise permitted)
- Provide accurate and complete registration information
- Successfully complete identity verification (KYC)

We reserve the right to refuse service to any user at our sole discretion.

### 4. Account Registration & Security

- You are responsible for maintaining the confidentiality of your login credentials.
- You agree to notify Kumail immediately of any unauthorized access or suspicious activity.
- You are fully responsible for all activities conducted under your account.

Kumail shall not be liable for losses resulting from your failure to secure your account.

## 5. Fees & Charges

- Certain services may attract **transaction-based fees**, which may include fixed fees, percentage-based fees, or both.
- All applicable fees will be **displayed before transaction confirmation**.
- Third-party charges (banks, card networks, payment processors) may apply and are borne by the user.

Fees are non-refundable except where required by law.

## 6. Exchange Rates

Where currency conversion is applicable:

- Exchange rates are set by Kumail or its partners
- Rates may include a margin
- The applicable rate will be shown before transaction confirmation

Rates are subject to market fluctuations and availability.

## 7. Transaction Limits

Kumail may impose daily, weekly, or monthly transaction limits based on:

- Verification level
- Regulatory requirements
- Risk and compliance considerations

Limits may be modified at any time without prior notice.

## 8. Compliance, KYC & AML

Kumail complies with applicable **Know Your Customer (KYC)** and **Anti-Money Laundering (AML)** laws.

You may be required to provide:

- Government-issued identification
- Biometric verification
- Proof of address

Kumail may monitor, suspend, delay, or report transactions as required by law.

## **9. Prohibited Activities**

You agree **not** to use the Service for:

- Illegal or fraudulent activities
- Money laundering or terrorism financing
- Transactions involving sanctioned persons or jurisdictions
- Unauthorized gambling or betting
- Sale or purchase of prohibited goods or services
- Any activity that violates Nigerian or international law

Violation may result in account suspension, termination, or reporting to authorities.

## **10. Transaction Errors & Disputes**

- Users must report unauthorized or erroneous transactions promptly.
- Kumail will investigate disputes in line with internal policies and regulatory standards.
- Resolution timelines may depend on third-party institutions.

Kumail does not guarantee reversal of completed transactions.

## **11. Third-Party Services**

Kumail relies on third-party providers to deliver certain services.

We are **not responsible** for:

- Service interruptions
- Delays
- Errors
- Failures caused by third-party systems

Use of such services may be subject to additional third-party terms.

## **12. Suspension & Termination**

Kumail may suspend or terminate your account without notice if:

- You breach these Terms
- Required by law or regulation
- Fraud, abuse, or security risks are detected

Termination does not relieve you of obligations incurred prior to termination.

### **13. Limitation of Liability**

To the maximum extent permitted by law:

- Kumail shall not be liable for indirect, incidental, or consequential damages
- Our total liability shall not exceed the fees paid by you for the affected service

Use of the Service is at your own risk.

### **14. Indemnification**

You agree to indemnify and hold harmless Kumail, its directors, officers, and employees from any claims arising from:

- Your use of the Service
- Violation of these Terms
- Violation of applicable laws

### **15. Governing Law & Dispute Resolution**

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

Any dispute shall be resolved through:

- Arbitration in **Lagos, Nigeria**, or
- Courts of competent jurisdiction in Nigeria

### **16. Amendments**

- Kumail may update these Terms at any time. Continued use of the Service constitutes acceptance of the revised Terms.

## 17. Contact Information

**Name:** Kumail Innovations Limited

**Company Address:** Kaduna

**Email:** support@kumail.ng