Terms and Conditions

VAQFLOW TECHNOLOGIES LTD

Effective Date: 26 November 2026. Terms version: 2026-11-26.

1. ABOUT THESE TERMS

1.1 These Terms and Conditions ("Terms") are an agreement between you and Vaqflow Technologies Ltd (RC 9881462), of No. 6, Sule Abuka Crescent, Off Opebi Road, Ikeja, Lagos State ("Vaqflow", "we", "us"). They govern your use of our websites and mobile applications and of our two products, Vaqflow Build and Vaqflow Maintain (together, the "Platform").

1.2 By ticking the box when you create your account, or by using the Platform, you agree to these Terms and confirm that you have read and understood our Privacy Policy. If you do not agree, do not use the Platform.

1.3 You must be at least 18 years old and able to enter a binding agreement. If you use the Platform for a company, estate or other organisation, you confirm that you are allowed to bind it.

1.4 In these Terms: an "Estate" is an estate, building or facility managed using Vaqflow Maintain; an "Estate Manager" is a manager or company administrator of an Estate; a "Resident" is a person approved to live or work in a unit of an Estate; and the "Payment Provider" is **Paystack Payments Limited**, a Payment Solution Service Provider licensed by the Central Bank of Nigeria (or any other CBN-licensed payment processor that Vaqflow may designate and notify to users from time to time).

2. YOUR ACCOUNT

2.1 Give us accurate information when you register and keep it up to date.

2.2 One person, one account. Do not share your password or let anyone else use your account. Tell us at once if you think someone else has used it.

2.3 What you can see and do depends on your role and on what the Estate Manager or other users have approved. A request to join an Estate is not accepted until an Estate Manager approves it.

2.4 For some sensitive actions we ask for an extra code. For example, an Estate Manager who asks to change an Estate's receiving bank account must enter a code we email to them. Vaqflow administrators use an authenticator app.

2.5 We may suspend an account that appears to have been compromised or misused, to protect you and others.

2.6 You can delete your account from your profile settings. Some records must be kept after deletion, as the Privacy Policy explains.

3. THE PLATFORM AND ACCEPTABLE USE

3.1 We provide the Platform as software. We work to keep it available but do not promise it will be uninterrupted or error-free. We may improve, change or pause parts of it, with notice where we reasonably can.

3.2 You must not: use the Platform unlawfully; give false information or pretend to be someone else; try to get around access controls or reach another person's data; upload malware or unlawful content; copy or scrape the Platform; or use it to harass anyone.

3.3 You are responsible for what you upload and for having the right to upload it. This includes photos of people and any details of visitors that you enter.

3.4 Vaqflow is a software provider. We are not a bank, an estate manager, a landlord or a contractor, and we are not a party to your arrangements with other users except as these Terms say.

4. VAQFLOW BUILD (INTERIM DEMONSTRATION TERMS)

4.1 **Overview and Roles.** Vaqflow Build is a project-workflow software tool designed to allow property owners ("Owners") and construction contractors ("Builders") to structure construction projects, define milestones, upload progress documentation, and track approval workflows. Vaqflow provides software infrastructure only. Vaqflow is not a bank, escrow agent, fiduciary, construction manager, or quantity surveyor, and is not a party to any construction contract or financial arrangement between an Owner and a Builder.

4.2 **Interim Demonstration and Beta Status (No Live Funds or Escrow).** As of the Effective Date, Vaqflow Build is made available strictly on an interim demonstration and testing basis ("Demonstration Mode"). No escrow banking partnership is currently active on Vaqflow Build, and Vaqflow does not receive, hold, safeguard, or disburse live project funds. Any funding figures, escrow statuses, or payout workflows displayed in Vaqflow Build during Demonstration Mode are simulated for illustration and testing purposes only. You must not transfer real funds to Vaqflow or rely on Vaqflow Build to hold, escrow, or release live construction payments while Demonstration Mode remains in effect.

4.3 **Identity Verification (KYC) and Refusal of Access.** Vaqflow may require Owners and Builders to submit identity and business verification information (as detailed in our Privacy Policy) before creating or participating in projects on Vaqflow Build. Verification is conducted at Vaqflow's sole discretion. Vaqflow reserves the right to refuse, suspend, or revoke verification or access to Vaqflow Build, without liability or obligation to provide detailed grounds, where submitted information is incomplete, inaccurate, unverifiable, or fails our compliance and anti-fraud checks.

4.4 **Milestones, Progress Evidence, and Non-Certification.** All project timelines, milestone approvals, uploaded evidence, and administrative workflow reviews recorded in Vaqflow Build serve solely as digital documentation for the parties. Vaqflow does not inspect physical construction sites, certify the quality, valuation, or regulatory compliance of building works, or make legally binding determinations in construction disputes. All disagreements regarding workmanship, project delays, scope changes, or off-platform payments remain strictly between the Owner and the Builder.

4.5 **Future Activation of Live Project Funding.** Live project funding, escrow custody, milestone-based disbursements, transaction fees, and formal dispute-handling procedures will only become available on Vaqflow Build once: (a) Vaqflow has executed a formal integration with an independent financial institution licensed by the Central Bank of Nigeria (CBN) to hold project funds; and (b) Vaqflow has published Supplemental Vaqflow Build Transaction Terms setting out the identity of the licensed banking partner, custody and disbursement mechanics, applicable fees, dispute procedures, and the limits of Vaqflow's administrative role.

Participation in any live funded project will require your separate, affirmative acceptance of those Supplemental Vaqflow Build Transaction Terms prior to funding.

4.6 **Beta Disclaimer and Off-Platform Transactions.** During Demonstration Mode, Vaqflow Build is provided strictly on an "as is" and "as available" basis. Vaqflow may modify, suspend, or discontinue any demonstration feature, or reset or delete test data, at any time without notice or liability. Vaqflow expressly disclaims all liability for any construction contract, direct off-platform payment, delay, defect, or financial loss arising between Owners and Builders using Vaqflow Build.

5. VAQFLOW MAINTAIN

5.1 **What it is.** Vaqflow Maintain gives Estates tools to manage residents, units, maintenance requests, billing and visitor access. Charges, estate rules and repairs are matters between you and your Estate. Vaqflow supplies the software only.

5.2 **Joining an Estate.** A Resident asks to join an Estate using the Estate's code and chooses a unit. An Estate Manager approves or declines the request. Access starts only when it is approved. Estate Managers must approve only people they know belong to the Estate.

5.3 **Maintenance requests.** What you report can be seen by the Estate Managers, and by technicians or vendors assigned to the request. The Platform is not an emergency service. In an emergency, contact the emergency services and your Estate's security directly.

5.4 **Visitor passes.** A Resident or Estate Manager can create a pass with a code for a visitor. The code lets the person who holds it ask for entry under the Estate's rules, but the guard at the gate decides whether to admit them. Keep codes private. Enter a visitor's name or phone number only if you have a proper reason to. Entries at the gate are recorded with the date, time and guard name. We do not promise that a gate device will always be working or that a visitor will always be admitted.

5.5 **Estate Managers' responsibilities.** An Estate Manager is responsible for the accuracy of what they enter (residents, units, charges and invoices), for having a lawful basis to record residents' information, and for billing only what the Estate is lawfully entitled to charge.

5.6 **Separate agreements with an Estate.** Vaqflow and an Estate may agree different or additional terms for the Estate's use of Vaqflow Maintain in a separate written agreement. Between Vaqflow and that Estate, the separate agreement prevails if it conflicts with these Terms.

6. INVOICES AND ONLINE PAYMENTS (RESIDENTS)

6.1 **Invoices.** Estate Managers issue invoices. Vaqflow does not set or check the amounts. A disagreement about whether a charge is due is between you and the Estate.

6.2 **Who may pay.** Any approved Resident of a unit may pay that unit's invoices. The payment is recorded under the name of the person who paid.

6.3 **How a payment works.** You pay on the Payment Provider's own page. Vaqflow never holds your money. The Payment Provider pays the Estate's share directly into the Estate's bank account and pays the fees to Vaqflow. The Payment Provider decides when the Estate is paid, on its settlement schedule.

6.4 **Service Fees and Refund Treatment.**

a) **Service Fee and Display.** Unless otherwise agreed in writing between Vaqflow and your Estate, in addition to the amount you pay towards an invoice, you will pay a combined Service Fee covering Vaqflow's platform charge and the Payment Provider's processing charge. Before you authorise any payment, the checkout screen will clearly display the invoice amount, the combined Service Fee, and the total amount payable. An itemised breakdown separating Vaqflow's charge and the Payment Provider's processing charge will be shown on the official receipt emailed to you under Clause 6.6. Each payment transaction, including each part payment under Clause 6.5, carries its own Service Fee.

b) **General Rule on Refunds (Non-Refundable Service Fee).** Because Vaqflow's payment orchestration and the Payment Provider's processing services are fully performed once a transaction is confirmed, the Service Fee is non-refundable where a payment is refunded for reasons not caused by a Platform malfunction. This includes, without limitation, refunds arising from an Estate Manager's error (including an unapplied payment under Clause 6.7), a Resident paying the wrong unit or amount, duplicate payments initiated by the Resident, voluntary cancellations, or billing disputes resolved between you and your Estate.

c) **Exceptions (Refund of Vaqflow's Charge).** Notwithstanding Clause 6.4(b), you will receive a full refund of the invoice amount and of Vaqflow's platform charge where a refund is required solely because of a verified technical malfunction or processing error attributable to Vaqflow's Platform (including an unintended duplicate debit caused by the Platform). The Payment Provider's processing charge is not returned by the Payment Provider and is not refunded by Vaqflow in any case.

d) **Refund Method and Statutory Rights.** Approved refunds will be returned to your original payment method through the Payment Provider, which Vaqflow arranges on the Estate Manager's request, including where the funds have already settled to the Estate's bank account, subject to standard Payment Provider and banking settlement timelines. Nothing in this Clause 6.4 restricts any non-excludable consumer right under the Federal Competition and Consumer Protection Act 2018.

6.5 **Part payments.** You may pay part of an invoice. The smallest part payment is ₦500 unless it clears the balance. While a payment is being made, its amount is held for up to one hour so that two payments cannot overpay an invoice.

6.6 **Confirmation and receipts.** A payment counts only when the Payment Provider confirms it to us. Coming back to our website from the provider's page is not proof of payment. After a confirmed payment we email you a receipt with a receipt number, the amounts and the fees.

6.7 **Unapplied or Flagged Payments.** If a confirmed payment cannot be automatically applied to an invoice; for example, because the invoice was cancelled, adjusted, or already paid, the transaction will be flagged for reconciliation and we will notify you. Consistent with Clause 6.3, Vaqflow does not hold these funds; the money remains with the Payment Provider pending settlement or within the Estate's designated bank account. Please do not make another payment while the transaction is under review.

The Estate Manager (with technical reconciliation support from Vaqflow) will review the flagged payment within five (5) business days. The Estate may retain and apply the unapplied payment only where:

a) the funds are lawfully applied to offset another valid, due, and undisputed charge owed by your unit to the Estate, in which case the Estate must issue you a written notice and receipt specifying the exact invoice(s) credited; or

b) you provide prior written consent for the Estate to hold the funds as a credit balance toward future charges for your unit.

In all other cases, the payment must be refunded to you (through the Payment Provider, which Vaqflow arranges on the Estate Manager's request). Refunds typically take several working days to reflect, depending on the Payment Provider and your bank. Where a refund is triggered, the treatment of the service fee is governed by Clause 6.4. Any dispute as to whether an alternative charge is validly owed or undisputed is strictly between you and the Estate.

6.8 **Reversals.** If a payment is reversed or charged back through your bank or card issuer, the invoice is reopened and you remain responsible to the Estate for the amount owed.

6.9 **Payment Provider.** You enter your card or bank details only on the Payment Provider's page, and the Provider's own terms and privacy notice apply there. We do not receive your card number, expiry date or security code. Paystack operates as an independent third-party processor; all card/bank authentication, settlement timing, failed debits, and chargebacks are governed by Paystack's terms and CBN payment rules, and Vaqflow accepts no liability for Paystack downtime, bank network outages, or settlement delays.

6.10 **Payments made outside the platform.** An Estate Manager may record a payment you made another way, such as cash or a bank transfer. That is the Estate's record, and Vaqflow does not check it.

7. ESTATE MANAGERS: PAYOUT ACCOUNTS AND RECORDED PAYMENTS

7.1 **The Estate's receiving bank account.** An Estate Manager may request to set or change the bank account that receives the Estate's online payments. Before any change takes effect, Vaqflow verifies the account holder's name with the receiving bank, requires a one-time verification code emailed to the requesting Estate Manager, requires approval by a Vaqflow administrator, and notifies the Estate's other managers. Until approved, the existing account remains in use.

To be eligible, the nominated receiving bank account must be:

a. a Nigerian corporate or institutional bank account held directly in the registered legal name of the Estate, Residents' Association, or appointed Facility Management Company; or

b. a dedicated collection bank account that the Estate is lawfully authorised to operate for resident service-charge collections, supported by a formal Board or Executive Committee resolution and such Know-Your-Customer (KYC) verification documents as Vaqflow or the Payment Provider may require.

Personal bank accounts of individual Estate Managers, staff, or third parties are strictly prohibited unless expressly approved in writing by Vaqflow following enhanced due diligence.

7.2 **Accuracy, Authority, and Allocation of Loss.** The Estate represents and warrants that every person granted Estate Manager credentials is duly authorised to submit or approve payout account requests on the Estate's behalf, and that all bank account details submitted are accurate, complete, and lawful.

Once Vaqflow has completed the verification steps set out in Clause 7.1, the Estate bears sole and exclusive responsibility and liability for any misdirected, delayed, lost, or unrecoverable funds arising

from: (a) inaccurate, incomplete, or outdated bank account details submitted by an Estate Manager; or (b) any unauthorised, fraudulent, or erroneous payout account change initiated using a valid Estate Manager login and verification code (including where caused by compromised Estate email accounts, shared passwords, or internal misconduct by Estate personnel).

Vaqflow shall have no liability to the Estate or any third party for any resulting loss, except to the extent directly caused by proven fraud or gross negligence of Vaqflow's own personnel. The Estate agrees to indemnify and hold Vaqflow harmless against all claims, losses, regulatory penalties, and legal costs arising from any breach of this Clause 7.2.

7.3 **Payments recorded outside the platform.** An Estate Manager may record cash or bank-transfer payments received outside the Platform. They must be recorded accurately. Large payments need a second person's approval, and so does reversing a large payment. These records are the Estate's own; Vaqflow does not verify them.

7.4 **Flagged payments.** When an online payment cannot be applied, the Estate Manager records what was done, with a written reason: either that the Estate keeps the money for a reason permitted by Clause 6.7, or that Vaqflow has been asked to refund it to the payer. Estate Managers cannot refund an online payment themselves: Vaqflow arranges the refund through the Payment Provider on the Estate Manager's request.

7.5 **Switching online payments off.** We may switch online payments off for an Estate, for example if we suspect fraud, if the Estate breaks these Terms or its agreement with us, or if the law requires.

8. FEES

8.1 **Who Pays the Service Fee.** Unless otherwise agreed in writing between Vaqflow and an Estate (for example, where an Estate elects to absorb the fee), the Service Fee for online payments is payable by the person making the payment in accordance with Clause 6.4.

8.2 The fee rate can differ between Estates and can change. A change applies only to payments started after it, and the rate is always shown before you pay.

9. YOUR CONTENT, OUR RIGHTS AND PRIVACY

9.1 What you upload or enter remains yours. You allow us to store, process and show it as needed to run the Platform for you and the people you share it with.

9.2 The Platform, its software, design and the Vaqflow name belong to us. You may use the Platform only as these Terms allow. This is a personal, limited, non-transferable permission.

9.3 Our Privacy Policy explains how we handle personal data. An Estate is responsible for its own use of residents' information.

9.4 If you give us suggestions, we may use them without paying you.

10. LIABILITY, SUSPENSION, CHANGES, LAW AND CONTACT

10.1 Nothing in these Terms limits any liability that the law does not allow us to limit.

10.2 **Limits on Our Liability.** Subject to Clause 10.1 (which preserves liability for fraud, gross negligence, death or personal injury caused by negligence, and any non-excludable statutory remedy under Nigerian law): (a) Vaqflow is not liable for any act, omission, billing error, physical security failure, maintenance failure, or breach of duty by any Estate, Estate Manager, Resident, Builder, Owner, security guard, or other user; (b) Vaqflow is not liable for any failure, interruption, delay, or error attributable to third-party services or infrastructure outside our reasonable control, including the Payment Provider, the Nigeria Inter-Bank Settlement System (NIBSS), commercial banks, telecommunications networks, or cloud hosting providers; (c) Vaqflow is not liable for any indirect, incidental, special, punitive, or consequential loss, or for any loss of profit, revenue, goodwill, opportunity, or data; and (d) Vaqflow's total aggregate liability to you for all claims arising out of or in connection with a specific transaction or your use of the Platform shall not exceed the greater of (i) the total platform fees actually received by Vaqflow in respect of the disputed transaction (or, for non-transactional claims, the platform fees received by Vaqflow from your transactions during the three (3) months immediately preceding the event giving rise to the claim), or (ii) Fifty Thousand Naira (₦50,000).

10.3 **Suspension and ending.** We may suspend or end your access if you break these Terms, if we suspect fraud, or if the law requires. You may stop using the Platform and delete your account at any time. Sections that by their nature continue (for example payment records, liability and governing law) continue after your access ends.

10.4 **Changes to These Terms.** We may update these Terms from time to time to reflect legal, regulatory, technical, or commercial changes. Where we make a material change, we will give you at least fourteen (14) days' prior notice by email and/or a prominent notice within the Platform before the revised Terms take effect, unless an immediate change is required by law, a regulator, or urgent security needs. Changes will not apply retroactively to transactions already confirmed before the effective date. Your continued use of the Platform after the effective date (or your electronic confirmation when prompted on sign-in) constitutes your acceptance of the updated Terms. If you do not agree to the revised Terms, you must stop using the Platform and may delete your account before they take effect.

10.5 **Governing Law and Dispute Resolution.** These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes) are governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

If a dispute arises between you and Vaqflow, the parties shall first attempt in good faith to resolve it amicably through written negotiation within fifteen (15) business days of written notice of the dispute. If unresolved, either party may refer the dispute to mediation under the auspices of the Lagos Multi-Door Courthouse (LMDC) before initiating court action. Subject to the foregoing, the Courts of Lagos State, Nigeria shall have exclusive jurisdiction to settle any dispute arising out of or relating to these Terms (without prejudice to any mandatory statutory complaint avenue available to consumers under the Federal Competition and Consumer Protection Act 2018 or data subjects under the Nigeria Data Protection Act 2023).

10.6 **General Provisions.** (a) *Entire Agreement.* These Terms, together with our Privacy Policy (and, for Estates, any separate written agreement between Vaqflow and the Estate), constitute the entire agreement between you and Vaqflow regarding your use of the Platform. In the event of any conflict between these Terms and such a separate written agreement, the separate agreement prevails

as between Vaqflow and the Estate. (b) *No Waiver and Indulgences*. No latitude, extension of time, delay, or indulgence granted by Vaqflow shall operate as a waiver of any of Vaqflow's rights or remedies, nor prevent Vaqflow from enforcing strict and punctual compliance with every provision of these Terms at any time without notice. (c) *Severability*. If any provision of these Terms is held invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary or severed, and the remaining provisions shall continue in full force and effect. (d) *Assignment*. You may not assign, transfer, or delegate your rights or obligations under these Terms without Vaqflow's prior written consent, and any purported assignment without consent is void. Vaqflow may freely assign or transfer its rights and obligations under these Terms to any affiliate, successor-in-title, or acquirer of its business or assets upon notice to you. (e) *Force Majeure*. Vaqflow shall not be liable for any delay or failure in performance resulting from events beyond its reasonable control, including acts of God, civil unrest, strikes, power outages, telecommunications or internet disruptions, cloud infrastructure outages, NIBSS or payment-gateway failures, or directives of the Central Bank of Nigeria or other governmental authorities. (f) *Electronic Notices*. Notices under these Terms may be delivered electronically to your registered email address or via in-app notification, and to Vaqflow at hello@vaqflow.com.

10.7 **Contact.** hello@vaqflow.com. Vaqflow Technologies Ltd (RC 9881462), No. 6, Sule Abuka Crescent, Off Opebi Road, Ikeja, Lagos State.