

## \*BUSINESS HEALTH CHECKER (BHC) TERMS AND CONDITIONS\*

By accessing and using the Business Health Checker (BHC) website and tool, you agree to be bound by these Terms and Conditions. Please read these Terms carefully before using the BHC website and tool.

### \*DEFINITIONS\*

- "BHC" refers to the Business Health Checker tool and service provided by SME Mall.
- "SME Mall" refers to the owner of the BHC website and tool.
- "User" refers to the individual or organization accessing and using the BHC website and tool.
- "Data" refers to the information and data provided by the User and/or collected by SME Mall through the BHC website and tool.

### \*USE OF THE BHC WEBSITE AND TOOL\*

- The BHC website and tool are provided to support small, medium, and large businesses with services including business assessment, advisory, and strategy development.
- Users must be at least 18 years old to use the BHC website and tool.
- Users are responsible for ensuring the accuracy and completeness of the Data provided to SME Mall.

### \*DATA COLLECTION AND USE\*

- By using the BHC website and tool, Users consent to the collection, use, and processing of their Data to provide the BHC service, including:
  - Business assessment and advisory services
  - Generating insights and recommendations
  - Communicating with Users about relevant services and opportunities
- SME Mall uses Data to:
  - Provide personalized business solutions
  - Improve services and user experience
  - Communicate with Users about relevant services and opportunities

### \*INTELLECTUAL PROPERTY\*

- SME Mall retains all intellectual property rights in and to the BHC website and tool, including all content, software, and technology.
- Users do not acquire any rights or interests in SME Mall's intellectual property by using the BHC website and tool.

#### \*DISCLAIMER OF WARRANTIES\*

- The BHC website and tool are provided "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND.
- SME Mall disclaims all warranties, including but not limited to:
  - Merchantability
  - Fitness for a particular purpose
  - Non-infringement

#### \*LIMITATION OF LIABILITY\*

- SME Mall will not be liable for any damages, including but not limited to:
  - Direct, indirect, incidental, special, punitive, or consequential damages
  - Loss of profits, revenue, or data
  - Errors or inaccuracies in the BHC website and tool

#### \*GOVERNING LAW AND JURISDICTION\*

- These Terms will be governed by and construed in accordance with the laws of Nigeria.
- Any disputes arising out of or in connection with these Terms will be resolved through arbitration in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004.

#### \*ENTIRE AGREEMENT\*

- These Terms constitute the entire agreement between the User and SME Mall regarding the BHC website and tool.
- These Terms supersede all prior or contemporaneous agreements, whether written or oral.

By clicking "I Agree" or using the Business Health Checker (BHC) website and tool, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.