

RADIANTLIFE FINANCIAL SERVICES LIMITED

TERMS AND CONDITIONS

1, Engineering Close, Victoria Island, Lagos, Nigeria

1.	Terms and Conditions.....	3
2.	Definitions.....	3
3.	Introduction.....	4
4.	Acceptance of Terms.....	4
5.	User Eligibility.....	5
6.	Account Registration and Security.....	5
7.	Your Application.....	6
8.	Provision and use of service.....	6
9.	Regulatory Compliance.....	8
10.	Data Protection and Privacy.....	8
11.	Intellectual Property.....	8
12.	Payment Request.....	9
13.	Collection of Information.....	9
14.	Third-Party Services.....	10
15.	Right of Refund; Rejection of Remittance Request.....	10
16.	Sending Payments.....	11
17.	Withdrawing Funds.....	13
18.	Error Resolution; Refund and Cancellation Policy.....	13
19.	Cancellations and Refunds.....	14
20.	Our Discretion to Decline or Delay Processing an Instruction.....	14
21.	Statements.....	16
22.	Fees.....	16
23.	Safeguarding and Client Funds.....	17
24.	Force Majeure.....	17
25.	Intellectual Property.....	18
26.	Warranty and Liability.....	18
27.	Suspension and Termination.....	20
28.	Content Standards.....	21
29.	Acceptable Use.....	22
30.	Complaints and Dispute Resolution.....	23
31.	Governing Law and Jurisdiction.....	26

1. Terms and Conditions

These terms and conditions govern the access and use of our website (hereinafter called “the Website”), mobile phone application (“the App”) and any other medium provided by us that enables you the use of our products or services (“the Service”), offered by Radiantlife Financial Services Ltd otherwise referred to as (“Radiant Money”, “we”, “us” or “our”)

By accessing, registering with, and using any of these services, you agree to be bound by the terms of this Agreement. The language of the Agreement is English, and all services, instructions, and transactions carried out in connection with it will be in English. Please read these terms carefully to understand the rules and regulations for using our services. If you have any questions or concerns, please contact our customer support team.

2. Definitions

The key terms used throughout the document to avoid misunderstandings are as follows:

Account: Your registered user account with Radiant Money.

App: This is the Radiant Money mobile application designed to facilitate customers' sign-up and access to their accounts to enjoy different Radiant Money payment services.

Business Day: A day when banks are open for general business in Nigeria.

Destination Country: The country where:

- (a) You, as the recipient, receive money from a Sender; or
- (b) You, as the sender, transfer money to another Payee using our service.

Force Majeure: An event for which no party can be held accountable.

Instruction: This is a Payment Request or a Payment Instruction, as the case may be.

Payee: Either:

- (a) You, when you receive money from someone else, or when you send money to yourself; or
- (b) Another recipient who receives money from you using you.

Payment Request: A specific instruction from you (or a Third-Party Provider on your behalf) to a Sender, requesting them to send money to your Radiant Money Account.



Payout Amount: The amount paid to you or a Payee, exclusive of the Service Fee and any other fees, charges, or costs we reasonably incur, after any foreign exchange conversion.

Payment Instruction: A specific instruction from you (or a Third-Party Provider on your behalf) via the Portal to send:

- (a) Money to yourself; or
- (b) Money to another Payee.

Portal: Any digital platform, such as an app, website, or interface, provided by us from time to time to facilitate the use of our services under this Agreement.

Prohibited: Activities that involve prohibited items or services, as outlined in our policies, including narcotics, weapons, adult content, and others.

Sender: This is Someone who sends money to your Radiant Money account.

Services: All financial services, digital wallet functions, payment processing, or remittance services provided by Radiant Money.

Service Fee: Our fee, as described on our Website and App or the prices or rates that we communicate to you before we issue a Confirmation, or as stated in these Terms and Conditions.

Service Provider: A local bank, money exchange house, or other third-party service provider (e.g., mobile network operator) in the Destination Country with whom we collaborate to provide services to you.

Transaction: The transfer of money in and out using our Services.

Transaction Amount: The amount of money involved in a Transaction, excluding any applicable Service Fee and displayed by us in the Portal before processing.

Transaction History: A record of your Transactions accessible through our Portal.

“User”, “you”, or “your”: Any individual or entity using our Services.

Website: Means our public web page, www.radiantmoney.com

Please note that these definitions are for reference and clarity within this Agreement.

3. Introduction: Who we are

Radiantlife Financial Services Ltd (Trading as Radiant Money) is an International Money Transfer Operator (IMTO) licensed company by the Central Bank of Nigeria (CBN) with registered number 7158590 and licensed number TED/PFO/CON/PRC/003/053.

4. Acceptance of Terms

"By accessing, registering with, and using our website, app and other services, you are indicating your explicit agreement to comply with these terms and conditions."

5. User Eligibility

To use Radiant Money Services, you must meet the following eligibility criteria:

(a) **Age Requirement:** You must be at least 18 years old and have legal capacity to enter into legally binding contracts.

(b) **Residency:** You must be a resident of Nigeria.

(c) **Prohibition/Restriction:** You must not be a person or entity prohibited from using financial services under applicable Nigerian law, sanctions, or regulatory restrictions.

6. Account Registration and Security

To register, you need to download the Radiant Money Application or visit www.radiantmoney.com, and provide the necessary information, including:

- Name
- Address
- Date and place of birth
- Telephone number
- Email address
- BVN

Additionally, you will be required to submit other information and documentation, such as a photo of your government-issued identification document, to enable us to verify your identity. Please note that the home address you provide during registration must match the billing address associated with your Payment Account.

You agree to furnish complete and accurate information and/or documentation during the registration process and to keep this information up to date as reasonably necessary to maintain its completeness and accuracy.

By proceeding with the registration process, you confirm that you meet these eligibility requirements and commit to providing accurate and current information as required.

Keep your login credentials secure. Notify us immediately if you suspect unauthorised access. We will request documentation to comply with KYC and AML regulations.

7. Your Application

- 7.1 We reserve the right to refuse any application for an account opening you make without giving you any reason.
- 7.2. If you submit an incomplete Application Form, we will not open your Account until you have provided the missing details. The missing details must be submitted within 30 calendar days following your application, or it will lapse, and you will have to re-submit a new one to have the account opened.

8. Provision and use of service

In accordance with the terms of the Agreement, we commit to delivering the Services to you with due diligence and care.

There may be restrictions on your ability to utilise the Services or certain aspects of them based on your location, including specific regions, countries, or jurisdictions. This restriction may also apply if you are temporarily accessing our services from such areas, for instance, during travel.

To access, use, or attempt to use the Portal for providing Instructions, you must be at least 18 years old. Local laws in your country may stipulate a different age or additional requirements for entering into an agreement with us and using the Portal. If such laws apply, it is your responsibility to adhere to them.

You are prohibited from using any device, software, or routine that disrupts or attempts to disrupt the proper functioning of the Portal or any ongoing Instruction within the Portal.

When registering for and using the Portal, you must:

- (a) Provide accurate and up-to-date evidence of your identity, promptly updating your personal information when necessary.
- (b) Submit any requested identity documentation.



(c) Provide details of one or more accounts and/or Payment Instruments.

(d) Furnish all required information indicated on our website to use the Portal and any other relevant information related to you, a Sender, or a Payee.

You must take reasonable measures to safeguard the details used to access the Portal and prevent unauthorized use. These measures include:

(a) Concealing your details if written down and keeping them away from the view of unauthorized third parties.

(b) Not sharing your details with anyone except authorized Third Party Providers who require them to provide services on your behalf or access your Radiant Money Account.

(c) Adhering to reasonable instructions provided by us in our Portal or on our website to enhance the security of your use of our Services.

The Portal should only be used to send money, E-money, or Airtime Top Up to individuals you personally know, and not for payments to unfamiliar third parties. If you choose to pay third parties for goods or services through our Services, be aware that we have no control over the quality, safety, legality, or delivery of such goods or services, and any such use of the Portal and our Services is at your own risk.

You must act solely on your own behalf and not submit Instructions or carry out Transactions on behalf of third parties.

The Portal must not be used for sending Transaction Amounts related to illegal activities, including but not limited to money laundering, fraud, and funding of terrorist organizations. If we have reasonable grounds to believe that you are using the Portal or our Services for illegal or fraudulent purposes or allowing a third party to do so, we may report you to the appropriate legal authorities.

When using the Portal, Radiant Money Account, our website, or interacting with us, other users, or third parties, you must:

(a) Comply with the terms of your Agreement with us and applicable laws, rules, or regulations.

(b) Verify the information you provide, including proof of identity.

(c) Cooperate in any reasonable investigations conducted by us or by law enforcement agencies, government entities, or regulatory authorities.

(d) Not create multiple registrations without our prior written consent.

(e) Avoid providing false, inaccurate, or misleading information.

(f) Refrain from using anonymizing proxies to make your activity untraceable.

(g) Not copy or monitor our Portal or Website using automated tools or processes without our prior written permission.

If you encounter any issues while using the Portal, Radiant Money Account, or our Website, you should promptly contact us using the provided contact channels at the end of these Terms and Conditions.

If you suspect or become aware that the details used to access the Portal or your Radiant Money Account, or the funds in the Radiant Money Account, have been lost, stolen, compromised, used without authorization, or used fraudulently, you must immediately contact us through the designated contact channels in these Terms and Conditions.

Unless it would be unlawful or compromise security measures, we will contact you by phone or email in the event of actual or suspected fraud affecting your use of the Portal, any funds held in your account (including your Radiant Money Account), or a security threat affecting the Portal, your funds, or your Radiant Money Account.

Nothing in the Agreement or any other information provided by Radiant Money as part of the covered services is intended to constitute legal or other advice. You should consult your own professional advisors regarding the applicable laws and their impact on the Agreement and the services provided under it.

9. Regulatory Compliance

Radiantlife Financial Services Ltd is licensed and regulated by the Central Bank of Nigeria (CBN) with IMTO license number TED/PFO/CON/PRC/003/053 for payment services.

You agree to provide any information required for AML, CTF, and KYC compliance.

10. Data Protection and Privacy

Personal Data is processed according to our Privacy Policy ([Privacy Policy](#)).

Marketing and Promotional communications are sent only with your consent. You can opt out anytime.

11. Intellectual Property

All content, software, and branding are owned by Radiant Money or licensors.

You may not copy, reproduce, or use these without explicit permission.

12. Payment Request

12.1 You agree that you will not send Payment Requests to strangers, i.e., people you do not know personally.

12.2 You acknowledge that the Service may not be available, in whole or in part, in certain regions, countries, or jurisdictions.

12.3 We are not obliged to process any Payment Request. When you submit a Payment Request, you are requesting that we process the Payment Request on your behalf and consenting to us contacting the Sender for these purposes. You acknowledge and agree that, when we send a Payment Request by SMS text message to a Sender on your behalf, we may use the mobile telephone number associated with your account for this purpose (i.e., the Payment Request we send will show as being sent from your mobile telephone number). We may, in our sole discretion, choose whether to process that Payment Request, or impose limits on Payment Requests. In particular, we may, in our absolute discretion, refuse Payment Requests and/or suspend or cancel your account with us where (i) you are in breach of clause 4, (ii) we believe that the Service is being used, whether by you or the Sender, in furtherance of illegal, fraudulent or Prohibited activities, or (iii) we are required to do so by law (including applicable anti-money laundering and counter-terrorism legislation) or (iv) we are unable to verify either your identity or that of the Sender.

12.4 All Transactions that result from a Payment Request will be handled in accordance with these Terms and Conditions, which the Sender will need to accept prior to any Transaction proceeding.

12.5 Cancellation of Payment Requests. Once we have received your Payment Request, you may not cancel it. In such circumstances, you would need to contact the Sender separately and explain that you require the Payment Request to be treated as cancelled. Please, therefore, ensure that your Payment Requests are legitimate, accurate, and complete.

12.6 Cancellation of Transactions. The cancellation of Transactions shall be governed by and dealt with in accordance with these Terms and Conditions. You shall assist and co-operate with us in relation to all cancellation requests we receive from Senders after a Transaction has been initiated following your Payment Request. You shall, upon request from us, promptly refund to us or a third party of our choice (including the Sender) all monies you receive from Transactions where we reasonably believe that such Transactions have resulted from your use of the Services in contravention of these Terms and Conditions.

13. Collection of Information

13.1 Know Your Customer. We may require you to supply us with personal identifying information relating to you and the Recipient, and we may also legally consult other sources to obtain information about you and the Recipient.

13.2 Verification and Checks. We will verify your personal details to confirm your identity. We may pass your information to an identity check company to verify the validity of identification documents and other checks. Be assured that this is done only to confirm your identity and that we do not perform credit checks, and therefore your credit rating will be unaffected. We may also need to verify the identity of a Recipient in the same way. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act. By accepting these Terms and Conditions, you authorize us to make any inquiries we consider necessary to validate the information that you provide to us. We may do this directly, for example, by asking you for additional information, or requiring you to take steps to confirm ownership of your Payment Instruments or email Address; or indirectly, for example, by verifying your information against third-party databases or through other sources.

13.3 Data Privacy Policy. You consent to our processing your personal information for the purposes of providing the Service, including for verification purposes as set out in this clause. You also consent to the use of such data to enable us and our authorised third parties to communicate with you, and for statutory, accounting and archival purposes, in accordance with the terms of Radiant Money Privacy Policy. You acknowledge that you have read and consented to Radiant Money Privacy Policy.

14. Third-Party Services

Radiant Money uses third-party service providers to help deliver some of our Services. These providers may include, but are not limited to:

- Banks and payment processors
- Currency exchange and remittance partners
- Technology and cloud service providers
- Fraud detection, identity verification, and KYC/AML providers

By using our Services, you acknowledge and agree that Radiant Money may share the necessary information with these third-party providers to process transactions, verify identities, and comply with legal and regulatory obligations.

While we carefully select our partners, we are not liable for delays, errors, or losses caused by third-party systems. Your use of third-party services may also be subject to their own terms and conditions. All shared data is handled in accordance with our privacy policy.

15. Right of Refund; Rejection of Remittance Request

Radiant Money reserves the right to decline your request for a Remittance, reject the completion of a Remittance request, or impose limits on the value or frequency of your Service usage, without the need for a specific reason or prior notice to you. To provide further clarity, Radiant Money may temporarily suspend, delay, or decline your Remittance request if any of the following conditions are met:

- The value of one or more of your payment requests exceeds the limits established by Radiant Money.
- Radiant Money is unable to process the payment from your Payment Account for the principal Remittance amount and associated fees.
- Your Remittance request is incomplete or lacks clarity.
- Radiant Money encounters difficulties in confirming your identity or validating your registration information or the Beneficiary's information, including the identity of the Beneficiary.
- Radiant Money suspects fraudulent, irregular, or unlawful activity.
- Your name or the Beneficiary's name matches a name on one or more relevant "watch lists" maintained by governments, inter-governmental organizations, or Radiant Money to identify and prevent illicit activities.
- Radiant Money and/or Radiant Money-designated service providers are unable to fulfill your request for any unforeseen reason.

16. Sending Payments

16.1. You must set up your payment order from your Radiant Money Account with your login details and password.

16.2. You must provide your recipient account details including (a) the full name of your recipient, (b) your recipient's bank account details and (c) amount you are sending.

16.3. You must take great care to properly type the exact details of who you wish to send money to. We use those details as the unique identifier to determine the intended recipient of the payment which you instruct us to process.

16.4. Before the transaction is confirmed, you will be provided with the summary of the transaction, including the foreign exchange conversion rate and the transaction fee.

16.5. You will also be provided with the estimated amount the Recipient will receive after currency conversion and deduction of the transaction fee. The actual amount that the Recipient



receives may differ from the pay-out amount due to additional fees applied by receiving banks or other service providers at the destination.

16.6. We may place limits on the amount you may send per transfer, in line with destination country rules and regulations.

16.7. Once we have received your payment order, we will send you confirmation by email. Each payment order is given a unique transfer number and is shown in the transaction history on your Account. You should quote this transfer number when communicating with us about a particular payment order.

16.8. The estimated completion time of your payment order is notified to you when you complete the setup of your payment order. We will use reasonable efforts to ensure that the funds arrive in the recipient's bank account or payment account within the timelines notified to you.

16.9. If we are unable to complete your payment order, we will let you know and, if possible, the reasons for the refusal and an explanation of how to correct any factual errors. However, we are not required to notify you if such notification would be unlawful.

16.10. If your funds are sent to the wrong account or wrong receiver as the result of a mistake made by you, and we have acted in accordance with your Instructions, we will be under no obligation either to recover the funds or to resend the funds to the correct Beneficiary Account. You will need to send a new payment order. Any charges paid for the order will not be refunded.

16.11. If your funds are sent to the wrong account as the result of a mistake made by us, we will take urgent action at our own expense to recover those funds, provided that you take immediate action to assist us to recover any such funds if the mistaken beneficiary is related to you or associated with you in some way.

16.12. If we make a payment into your Radiant Money Account by mistake, we will take out the same amount without asking for your permission but will let you know what has happened. If someone else tells us they have made a payment into your account by mistake we will check with you first before returning the funds.

16.13. If you disagree, we will not return the funds to the payer, but we may provide the payer's bank or payment service provider with all relevant information for the collection of funds and/or put the payer's bank in contact with yours directly. This is because we are required to

cooperate with other payment service providers and share all relevant information in order to assist with tracing money which is sent to the wrong person.

17. Withdrawing Funds

17.1. You can request a withdrawal of all or part of the funds held in your Radiant Money Account at any time. Log into your Radiant Money Account and click on pay method and enter the amount to be withdrawn. Withdrawal Methods are payment services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank account).

17.2. We do not guarantee the availability of any particular Payment Method and may make changes to or discontinue a particular Payment Method at any time without notifying you. Where the Withdrawal payment is received by you through the involvement of a payment service provider (such as the bank where you hold a bank account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by your payment service provider.

17.3. For a withdrawal transaction, we are a payer and not a payment service provider.

17.4. You agree that your Radiant Money Account is subject to withdrawal or payment limits. If your withdrawal request exceeds the current limit, we may decline your request and require you to provide additional documents to us so that we can carry out additional checks before allowing the money to be withdrawn. Before uploading any funds into your Radiant Money Account, you must ensure that your current withdrawal and spending limits meet your withdrawal and spending requirements, as we legally cannot allow you to exceed these limits.

17.5. Withdrawals are subject to fees, including currency conversion fees when applicable.

17.6. When setting up your withdrawal request, you must ensure that the information you provide is correct and complete. We will not be responsible for money sent to the wrong recipient as a result of incorrect information provided by you. If you have provided wrong information to us, you may ask us to assist you in recovering the money, but we cannot guarantee that such efforts will be successful.

18. Error Resolution; Refund and Cancellation Policy

For assistance with error resolution, transaction cancellations, inquiries, complaints, or a comprehensive explanation of your rights, please reach out to us at support@radiantmoney.com.

Given that Radiant Money promptly credits Remittances to Beneficiaries, cancellations and refunds are generally not feasible. If you believe that you initiated a Remittance in error, you must contact us within thirty (10) minutes of initiating it at support@radiant-money.com or by using the phone number provided at <https://www.radiantmoney.com/contact>. We will make an effort to recall the Remittance for you. If the Remittance has not yet been credited to your

Beneficiary's account, we will refund the full amount to you, including any applicable fees, within three (3) business days. However, if the Remittance has already been credited to your Beneficiary's account, we will make reasonable attempts to reverse or retrieve it, although success may not be guaranteed.

If you notify us of inaccuracies in the account number, telephone number, Beneficiary name, or any other information you provided during the initiation of your Remittance, we will promptly exert reasonable efforts to recover the Remittance amount. However, please be aware that if the Remittance has already been paid or credited based on the information you provided, our ability to recover it may be limited.

19. Cancellations and Refunds

19.1. You may cancel any transaction requests that we are yet to be paid out to your beneficiary. In some cases, Radiantlife Financial Services Ltd may have initiated an irreversible request for funds to be paid out to your beneficiary by a Service Provider and therefore cannot guarantee cancellation will be successful. For successful cancellation Radiantlife Financial Services Ltd will normally refund your money, less any reasonable revocation, recall or tracing charges and any Service Fees already charged, up to seven (7) Business Days.

19.2. Refunds can take up to 7 business days to be processed, and this depends as well on the customer's bank and card payment acquirers' processes, which are beyond our control.

19.3. Any refunds will be credited back to the same Payment Instrument used to fund the Transaction and in the same currency.

19.4. If we have executed the Transaction in accordance with the instructions you have provided to us, and that information proves to have been incorrect, we are therefore, not liable for the incorrect execution of the Transaction. We will however make reasonable efforts to recover the funds. We may charge you a reasonable fee, reflective of our efforts, to do so.

19.5. We will not pay to you any interest on any funds held or refunded by us whether by way of deposit or otherwise.

19.6. In circumstances where you ask us to hold your funds pending your further Instructions after cancellation, you should provide us with your Instructions as soon as possible; if you do not do so within 3 months, we will return the amount we hold for you without interest.

20. Our Discretion to Decline or Delay Processing an Instruction

Radiant Money reserves the right to decline any transaction, refuse the processing of any Instruction, or delay the processing of such payment or Instruction. This may occur at any time, and the following reasons outline the circumstances under which this may happen:

(a) We have doubts about having obtained your consent.

(b) We have reasonable grounds to believe that you, a Sender, or a Payee are using our Portal, Website, or Services in violation of your agreement with us, or in contravention of applicable laws, regulations, or for unlawful, fraudulent, or prohibited activities.

(c) We suspect that processing such a payment or Instruction would breach anti-money laundering or counter-terrorism financing laws, rules, and regulations.

(d) In the event of a payment to us for your account or into your Radiant Money Account, we have reasons to suspect that the security of the account or Payment Instrument used for the payment has been compromised, or we detect unauthorised or fraudulent use.

(e) We have reasonable grounds to believe that you are using our Services to purchase goods or services from unfamiliar or untrusted third parties.

(f) We are unable to verify your identity or the identity of the Sender or Payee. For instance, if you have not accessed the Portal or provided us with instructions regarding funds held by us for your order or in your Radiant Money Account for a period of two years, we may request additional identity verification for security reasons before processing your instruction.

(g) You fail to provide information we have reasonably requested from you.

(h) We suspect fraudulent activity or other financial crimes affecting you, a Sender, Payee, any money held in your account, your Radiant Money Account, or any payment.

(i) Legal obligations require us to do so under any law, regulation, court order, or instruction from an ombudsman, regulator, or government body.

(k) You have violated the terms and conditions of your agreement with us in a manner that, in our reasonable judgment, justifies us in refusing or delaying payment or Instruction processing, and you have not rectified the situation.

(l) Processing the payment or Instruction would, in our reasonable belief, breach the terms and conditions of your agreement with us.

(m) For Money Transfers or payments into/out of the Radiant Money Account, the payment amount exceeds the transaction limit.

(n) In the case of a Money Transfer or payment out of the Radiant Money Account, there are insufficient funds to make the payment and/or cover our Service Fee and any other associated fees, costs, or charges.

(o) For Money Transfers or payments out of the Radiant Money Account, the Payee has not set up their account to receive payment, or they have not registered with us to use our services, or the Payee's account terms prevent the completion of the Transaction, or the Payee's account cannot receive payment in the form we offer.

(p) You become subject to an order related to your bankruptcy, or you enter into a voluntary agreement with your creditors.

(q) We have blocked your use of the Portal and/or your Radiant Money Account under clause 15.

We may impose a fee for declining any payment or Instruction, and where applicable, you will find this fee specified in the Portal or on our Website.

21. Statements

We will issue statements via the mobile app in downloadable PDF format. You can access and download your statements at any time through the app. It is important to review all statements carefully. If you find any discrepancies or notice something unusual, please inform us promptly.

22. Fees

Radiantlife Financial Services Ltd charges service and administrative fees in accordance with its published pricing structure and applicable agreements with clients. All fees are clearly communicated prior to the provision of services and may vary depending on the nature, volume, and complexity of the transaction. The Company reserves the right to review and amend its fees from time to time, subject to applicable regulatory requirements and reasonable notice to clients. Fees payable to third-party service providers, though determined by the providers, form part of the company's published pricing communicated to clients prior to the provision of service. All applicable fees may be deducted from transaction proceeds prior to settlement, unless otherwise agreed in writing.

23. Safeguarding and Client Funds

Customer funds are protected in accordance with the CBN regulations.

24. Force Majeure

A party to this Agreement shall not be considered to be in default of its obligations under this Agreement to the extent that performance is prevented, hindered or delayed by circumstances beyond its reasonable control and which does not relate to its fault or negligence or that of its subcontractors, except to the extent that such events were not reasonably foreseeable and could not have been avoided had the party seeking relief under this provision taken all reasonable steps to avoid or mitigate the effects of the event) (a “Force Majeure Event). A Force Majeure Event includes each or any combination of:

war (whether declared or not), civil war, sabotage or riots, revolution and terrorism;

pandemic, quarantine or national/international curfew or lockdown;

natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning;

explosions, fires and/or destruction of plant, machinery, and/or premises;

external power failures, external telephone network failures, serious crime and evacuations;

strikes and labour disputes of all kinds (except in case of each Party’s employees); and

non-performance by suppliers, assignees, sub-contractors or any other party which enters into an arrangement with us in respect of the provision of the Services, where such non-performance is (i) caused by a change in the regulatory status or licensing status of such party, or (ii) due to our reasonable belief that there is or will be a change in the regulatory status or licensing status of such party, or (iii) due to our reasonable concern about ability of such party to provide its service in a compliant and reliable manner.

A party that is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event, the Agreement shall remain in place but those obligations in question (and the other party’s corresponding obligations, if any, under the

Agreement) shall be suspended for so long as the Force Majeure Event continues to the extent that it prevents, hinders or delays its performance of those obligations.

A party claiming relief under this provision due to a Force Majeure Event shall:

promptly notify the other party, and keep the other party fully informed, of all matters relevant to the Force Majeure Event (including the time period for which the first party expects the Force Majeure Event to impact its performance); and

take all reasonable steps available to it to minimise the effects of the Force Majeure Event (including by following its own business continuity plan and/or disaster recovery procedures, where applicable).

If the period of delay or non-performance arising due to a Force Majeure Event continues for a period longer than four (4) weeks then the Party not affected may terminate this Agreement by giving seven (7) calendar days' written notice to the affected Party.

25. Intellectual Property

17.1 The Radiantlife website and the Radiantlife Service, the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by us, our affiliates, or third parties. All right, title and interest in and to the Radiantlife website and the Service shall remain our property and/or the property of such other third parties.

17.2 The Radiantlife website and the Radiantlife Service may be used only for the purposes permitted by these Terms and Conditions or described on the website. You are authorised solely to view and to retain a copy of the pages of the Radiantlife website for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Radiantlife website, the Radiantlife Service or any portion thereof for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper or other automated device to access the Radiantlife website or the Radiantlife Service; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Radiantlife website (or printed pages of the website). The name "Radiantlife" and other names and indicia of ownership of Radiantlife products and/or services referred to on the Radiantlife website are our exclusive marks or the exclusive marks of other third parties. Other products, services and company names appearing on the website may be trademarks of their respective owners, and therefore you should not use, copy or reproduce them in any way.

26. Warranty and Liability

26.1 Where we have materially breached these Terms and Conditions, causing a Sender loss, we will refund the Sender the Transaction Amount and the Service Fee.

26.2 If a Transaction is delayed or fails, or if an executed Transaction is not authorised, you may have a right to receive a refund or compensation under laws relating to the provision of international money transfer services. In the case of any unauthorised or incorrectly executed Transaction, any such right may be prejudiced if you do not notify us of the unauthorised or incorrectly executed Transaction without delay, or in any event within thirteen months after the debit date. We will provide you with the further details of your rights to a refund or compensation if you contact us using the contact details at the end of these Terms and Conditions.

26.3 Any claim for compensation made by you must be supported by any available relevant documentation.

26.4 We do not, in any event, accept responsibility for:

26.5.1 any failure to perform the Service (e.g. your Instruction) as a result of circumstances which could reasonably be considered to be due to abnormal and unforeseen circumstances or outside our control or due to our obligations under any applicable laws, rules or regulations;

26.5.2 malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;

26.5.3 any losses or delays in transmission of messages arising out of the use of any internet or telecommunications service provider or caused by any browser or other software which is not under our control; or

26.5.4 errors on the website or with the Service caused by incomplete or incorrect information provided to us by you or a third party.

26.6 Nothing in this clause 11 shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence; or (b) exclude our liability for fraud.

26.7 Where you are sending a Transaction Amount to a Payee who is not registered with us, you agree to accept the provisions of this clause 11 not only for yourself, but also on behalf of the Payee.

26.8 Your relationship is with Radiantlife only. You agree that no affiliate or agent of Radiantlife owes you any duty of care when performing a task which would otherwise have to be performed by Radiantlife under its agreement with you.

26.9 You understand and acknowledge that you are liable for all losses incurred in respect of an unauthorised Transaction or Instruction or any other unauthorised use of the Service, where you have acted fraudulently or negligently and you agree to be responsible for and hold harmless Radiantlife, our subsidiaries, affiliates, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of your use or misuse of the website or

Service, all activities that occur under your password or account e-mail login, your violation of these Terms and Conditions or any other violation of the rights of another person or party.

27. Suspension and Termination

Suspension of Services

Radiant Money may suspend access to all or part of its services, temporarily or permanently, where it reasonably believes that such action is necessary to:

- Comply with applicable laws, regulations, regulatory guidance, or supervisory authority instructions, including requirements under the Payment Services Regulations;
- Protect the security, integrity, or availability of the systems, services, or customers;
- Prevent or investigate suspected fraud, financial crime, misuse, unauthorized access, or other unlawful or prohibited activity;
- Address material breaches or suspected breaches of applicable agreements, policies, or usage requirements;
- Manage operational, technical, or security incidents that may pose a risk to customers or third parties.

Where practicable and lawful, Radiant Money will notify the affected customer of the suspension and the reasons for it. Suspension will remain in place for as long as reasonably necessary to address the underlying issue.

Termination of Services

Radiant Money may terminate its relationship with a customer, and close accounts or access to services, with immediate effect or upon notice, where permitted by law, including where:

- The customer has materially breached applicable terms, policies, or contractual obligations;
- The customer has provided false, misleading, incomplete, or outdated information;
- Radiant Money is required to do so by law, regulation, court order, or competent authority;
- Continued provision of services would expose Radiant Money to regulatory, legal, reputational, or financial risk;
- The customer is involved in, or reasonably suspected of involvement in, fraud, financial crime, sanctions breaches, or other unlawful activity;

- The customer no longer meets eligibility, regulatory, or risk-based criteria required to access Radiant Money’s services.

Where required by applicable law or regulation, Radiant Money will provide notice of termination and, where appropriate, information on any remaining obligations or steps to be taken by the customer.

28. Content Standards

All content shared or made available through Radiant Money’s platforms or services must be lawful, accurate, and appropriate. Content must not be misleading, deceptive, or in breach of applicable laws or regulations, including financial services, consumer protection, data protection, and AML/CFT requirements.

Content must not:

- Promote fraud, financial crime, or unlawful activity;
- Contain false or unsubstantiated claims about products, services, or regulatory status;
- Include abusive, offensive, or harmful material;
- Infringe intellectual property, confidentiality, or privacy rights;
- Compromise the security or integrity of systems or users.

Financial information must be factual and must not constitute unauthorised financial advice or promotions. Where required, appropriate disclosures and risk warnings must be included.

Radiant Money may monitor, remove, or restrict content that does not comply with these standards and may suspend or terminate access to services where necessary to meet legal, regulatory, or security obligations.

29. Acceptable Use

These Acceptable Use statements set out how you may use Radiant Money’s services. By accessing or using our services, you agree to comply with these statements, our Customer Agreement, and all applicable laws and regulations.

1. Permitted Use

You may use Radiant Money’s services only for:

- Lawful, legitimate, and transparent personal or business purposes;

- Activities consistent with the information you have provided to us and our onboarding and due diligence requirements;
- Transactions that comply with applicable financial services, AML/CFT, sanctions, and data protection laws.

2. Prohibited Use

You must not use Radiant Money's services to:

- Engage in fraud, financial crime, money laundering, terrorist financing, sanctions evasion, or any other illegal activity;
- Provide false, misleading, or incomplete information, or impersonate another person or entity;
- Circumvent security measures, monitoring, transaction limits, or regulatory controls;
- Process transactions that are prohibited or outside Radiant Money's stated risk appetite;
- Infringe intellectual property rights, confidentiality obligations, or the privacy of others;
- Interfere with, damage, or disrupt Radiant Money's systems, networks, or services.

3. Restricted Activities

Certain activities may only be conducted with Radiant Money's prior written approval. These include regulated financial services, crypto-asset activities, businesses handling funds on behalf of third parties, and other higher-risk activities as defined in our policies. Use of our services for such activities without approval is not permitted.

4. Account Use and Funding

- You may only use your account for transactions connected to your own lawful activities.
- Cash and cheque deposits are not permitted.
- You must use your account details only as instructed by Radiant Money and must not allow unauthorised third-party use.

5. Monitoring and Enforcement

Radiant Money may monitor account activity to meet legal, regulatory, and security obligations. Where we identify actual or suspected breaches of this Policy, we may take appropriate action, including transaction blocking, suspension of services, or termination of the relationship, in accordance with applicable law.

6. Your Responsibilities

You are responsible for:

- Ensuring your use of our services remains compliant at all times;
- Promptly notifying us of any unauthorised access, suspicious activity, or material changes to your business or use of services;
- Cooperating with any requests for information required for regulatory or compliance purposes.

7. Changes to This Policy

We reserve the right to amend, update, or replace this Policy at any time to reflect changes in applicable laws, regulations, regulatory guidance, industry standards, operational practices, or business requirements, including but not limited to changes arising from the CBN Regulations, AML/CFT obligations, data protection laws, or supervisory authority requirements.

Where material changes are made, we will take reasonable steps to notify affected users in advance through appropriate channels, such as our website, application, or direct communications, where required by law or regulation. Continued use of services following the effective date of any changes constitutes acceptance of the updated Policy.

This Policy will always indicate the date of its most recent update, and the latest version will be made available through official communication channels.

30. Complaints and Dispute Resolution

Radiantlife Financial Services Ltd is committed to delivering an efficient and prompt service. We aim to provide professional, courteous, helpful, and informative advice in response to every approach made by our clients. Feedback is very important to us; hence we are always keen to hear the views of the general public, about our performance and service. We acknowledge the

fact that, due to circumstances beyond our immediate control, our services may be subject to a few glitches at times. We are keen to hear about such situations since they provide us with an opportunity to put things right and to learn from our mistakes.

How to make a complaint

Complaints can be made in writing by letter, email or by telephone.

Radiantlife Financial Services Ltd

Email: support@radiantmoney.com

Address: 1, Engineering Close, Victoria Island, Lagos, Nigeria

What Happens Next

All complaints received will be treated thoroughly and politely. No complaint will be trivialised in any form or manner.

1. We will acknowledge your complaint as follows:

- Email – within 24 business hours
- Phone – Open: 8 am- 5 pm, Monday to Friday
- Letter – within 24 hours of receiving your letter.

2. We will reach a resolution within 15 business days of receipt.

However, If we are not able to, then a holding response will be issued outlining;

- I. a reasonable rationale as to why the complaint couldn't be resolved within the original 15 business days;
- II. Issuing an extension of up to 35 business days from the date of receipt to issue a final response. A maximum of 35 business days from receipt can be granted to issue a final response.

3. The different redress and remedial options available upon resolution are as follows:

- I. Accept the complaint, and where appropriate, offer redress or remedial action;
- II. Offer redress or remedial action without accepting the complaint; or
- III. Reject the complaint and give reasons for doing so.

4. Retention period of 5 years from the date the complaint is resolved for all details and documents related to the complaints.

We aim to successfully resolve any issue any customer encounters in the course of dealing with us; however, if you are unhappy with our response or need further help, you can write to the Radiantlife Financial Services Ltd Complaints Officer at info@radiantmoney.com, who will consider the issue afresh and try to resolve it.

If, even after this stage, you remain dissatisfied with the response, you may wish to contact CBN for further advice and guidance. This will not affect your legal rights.

Central Bank of Nigeria (Head Office)

Plot 33, Abubakar Tafawa Balewa Way,
Central Business District, Cadastral Zone,
Garki, Abuja, Federal Capital Territory, Nigeria

Phone: +234 700 225 5226 (CBN Contact Centre)

Email: Complaints / Consumer Protection: cpd@cbn.gov.ng

Website: <https://www.cbn.gov.ng>

Notifications

Where any notice is required by Our Terms to be given in writing, it must be written in the English language and:

(a) Where it is to be given by you, it must be sent by email to info@radiantmoney.com or by post to

Radiantlife Financial Services Ltd.
1, Engineering Close, Victoria Island,

Lagos, Nigeria

(b) where it is to be given by us, it must be sent by email to the last email address which we hold for you or by post to the last postal address we hold for you, or to such other email or postal address in Nigeria which you tell us to use by notifying us in advance in writing in accordance with the provisions of this clause. Any notice sent by email will be treated by you and us as being received on the first business day coming after the day on which it was sent, and any notice sent by post will be treated by you and us as being received on the second business day coming after the day on which it was posted.

31. Governing Law and Jurisdiction

These Terms are governed by Nigerian law. Disputes fall under the exclusive jurisdiction of courts in Nigeria.



Radiantlife Financial Services Ltd is a company incorporated and licensed under Nigerian law with an IMTO license, authorised to carry out financial services, with its Nigerian Office situated at:

Radiantlife Financial Services Ltd.

1, Engineering Close, Victoria Island,

Lagos, Nigeria

Email: info@radiantmoney.com

Website: www.radiantmoney.com