

TERMS AND CONDITIONS

XPOUCH App

Last updated: 01-01-2026

These Terms and Conditions ("Terms") govern your access to and use of the **XPOUCH** mobile application, website, and related services (collectively, the "Service") operated by **KUMAIL Innovations Limited** ("XPOUCH", "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 XPOUCH 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

- XPOUCH 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.
- XPOUCH 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 16 years of age**
- 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 XPOUCH immediately of any unauthorized access or suspicious activity.
- You are fully responsible for all activities conducted under your account.

XPOUCH 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 XPOUCH 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

XPOUCH 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

XPOUCH 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

XPOUCH 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.
- XPOUCH will investigate disputes in line with internal policies and regulatory standards.
- Resolution timelines may depend on third-party institutions.

XPOUCH does not guarantee reversal of completed transactions.

11. Third-Party Services

XPOUCH 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

XPOUCH 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:

- XPOUCH 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 XPOUCH, 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

- XPOUCH 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: Imam House by Ahmadu bello way Kaduna

Email: support@xpouch.ng