

# **Terms & Conditions**

THESE TERMS GOVERN THE USE OF THIS WEBSITE. PLEASE READ THEM CAREFULLY BEFORE ACCESSING THE SITE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS THE WEBSITE. BY ACCESSING THE WEBSITE OR ANY OF ITS PAGES YOU AGREE TO BE BOUND BY THESE TERMS OF USE.

## **Privacy Policy**

**Effective Date: 28/03/2019** 

#### 1. Introduction

Welcome to SmartBridge. We are dedicated to safeguarding your personal information and ensuring transparency in our data practices. This Privacy Policy outlines how we collect, use, disclose, and protect your information when you use our investment and loan platform. By accessing or using our services, you consent to the practices described in this policy.

## 2. Information We Collect

#### 2.1 Personal Information

When you register for an account or use our services, we may collect personal information, including:

- Identification Information: Name, email address, phone number, and location address.
- Financial Information: Crypto account details, investment preferences, and credit history.
- Transactional Information: Details of your investments, loans, transactions, and payment history.

## 2.2 Technical and Usage Data

We collect data related to your use of our platform, including:

- Usage Data: interaction patterns.
- Cookies and Tracking Technologies: We use cookies and similar technologies to enhance user experience, analyze usage patterns, and for marketing purposes.
- 3. How We Use Your Information
- 3.1 Service Delivery

We use your information to:

- Process and manage your investments and loan applications.
- Provide customer support and address your queries.
- Notify you about updates, changes, and new features related to our services.

#### 3.2 Communication

preferences.

We may use your information to:

- Send promotional materials, newsletters, and offers that may interest you, based on your
- Conduct surveys or research to improve our services.

## 3.3 Security and Compliance

We use your information to:

- Monitor and protect the security of our platform and detect fraudulent activities.
- Comply with legal and regulatory requirements, including anti-money laundering and know-your-customer obligations.
- 4. Information Sharing and Disclosure

#### 4.1 Service Providers

We may share your information with third-party service providers who assist us in operating our platform, such as:

- Payment processors
- IT service providers
- Customer support teams

These providers are bound by confidentiality agreements and are prohibited from using your information for any purpose other than providing the agreed services.

## 4.2 Legal Requirements

We may disclose your information if required by law, including:

- To comply with legal obligations or regulatory requirements.
- To respond to requests or legal processes from law enforcement or governmental agencies.
- To protect our rights, privacy, safety, or property, and that of our users or the public.

#### 4.3 Business Transfers

In the event of a merger, acquisition, or sale of assets, your information may be transferred to the acquiring entity. We will notify you of such changes and update this Privacy Policy accordingly.

## 5. Data Security

We implement reasonable security measures to protect your personal information from unauthorized access, use, or disclosure. These measures include:

- Encryption of sensitive data.
- Access controls and secure authentication methods.
- Regular security assessments and audits.

Despite these measures, no method of transmission over the Internet or electronic storage is completely secure. We cannot guarantee absolute security but strive to maintain the highest standards.

## 6. Your Rights and Choices

#### 6.1 Access and Correction

You have the right to access and correct your personal information held by us. To request access or corrections, please contact us using the details provided below.

### 6.2 Opt-Out

You can opt-out of receiving promotional communications from us by following the unsubscribe instructions included in those communications.

#### 6.3 Data Retention

We retain your personal information only as long as necessary to fulfill the purposes outlined in this Privacy Policy or as required by law. Upon expiration of the retention period, your information will be securely deleted or anonymized.

## 7. Changes to This Privacy Policy

We may update this Privacy Policy periodically. Significant changes will be communicated through our website or via email. Your continued use of our services after such changes constitutes acceptance of the updated policy.

#### 8. Contact Us

For any questions, concerns, or requests related to this Privacy Policy, please contact us at:

- Email: privacy@smartbridge.co.ke
- Address: 5th Floor Pinnacle Building, Cardiff, CF10 1AA, Wales, UK
- Phone; +44(784)544-1698

## **Terms and Conditions**

Effective Date: 28/03/2019

#### 1. Introduction

Welcome to SmartBridge. These Terms and Conditions ("Terms") govern your use of our investment and loan platform. By accessing and using our services, you agree to comply with these Terms. If you do not agree with any part of these Terms, please discontinue use of our platform.

#### 2. Services Provided

SmartBridge offers a range of financial services, including:

- Investment Services: Opportunities to invest in various assets, including cryptocurrencies and other financial instruments.
- Loan Services: Provision of loans with defined terms, including interest rates, repayment schedules, and conditions.
- Withdrawal Services: Instant processing of withdrawal requests.
- Customer Support: 24/7 support to assist with inquiries and issues.
- Automatic Services: Automated processes for withdrawals and loan repayments.

#### 3. Account Registration

#### 3.1 Creating an Account

To use certain features of our platform, you must create an account. By registering, you agree to:



- Provide accurate, complete, and up-to-date information.
- Maintain the confidentiality of your account credentials and notify us of any unauthorized use.
- Take responsibility for all activities conducted under your account.

#### 3.2 Verification

We may require additional verification to ensure compliance with legal and regulatory requirements. This may include providing identification documents or other information.

## 4. Investment Terms

## 4.1 Investment Opportunities

- Investments offered through SmartBridge are subject to market risks. We do not guarantee returns and recommend that you carefully evaluate your investment objectives and risk tolerance.
- Investment performance may vary and past performance is not indicative of future results.

#### 4.2 Investment Risks

- Market Risks: The value of investments may fluctuate based on market conditions.
- Liquidity Risks: Some investments may not be easily tradable or convertible to cash.
- Regulatory Risks: Changes in laws and regulations may affect investment performance.



## 5. Loan Terms

#### 5.1 Loan Services

- Loans provided by SmartBridge are subject to specific terms, including interest rates, repayment schedules, and any applicable fees. These terms will be detailed in your loan agreement.
- Borrowers must adhere to the terms outlined in their loan agreement and make timely payments.

## 5.2 Late Payments and Penalties

- Failure to make timely payments may result in penalties or additional charges as specified in the loan agreement.
- We may also report late payments to credit bureaus, which could affect your credit rating.

## 6. Withdrawal and Repayment Policies

#### 6.1 Withdrawal Policies

- Processing: Withdrawals are processed promptly, subject to system availability and verification procedures.
- Fees: No fees are charged for withdrawals unless specified otherwise.

### 6.2 Repayment Policies

- Automatic Repayments: You can set up automatic repayments for loans. Changes to these settings will be reflected in your account settings.

- Manual Repayments: You may also make manual payments as per the terms of your loan agreement.

## 7. Limitation of Liability

#### 7.1 General Limitation

- SmartBridge is not liable for any loss or damage arising from your use of the platform, including but not limited to financial losses, data loss, or interruptions in service.

### 7.2 No Guarantee of Returns

- We do not guarantee returns on investments or loans and are not responsible for fluctuations in market conditions or investment performance.

## 8. Changes to Terms

SmartBridge reserves the right to modify these Terms at our discretion. Significant changes will be communicated through our website or via email. Continued use of our services after such changes constitutes acceptance of the revised Terms.

#### 9. Termination

### 9.1 Termination by SmartBridge

We may suspend or terminate your account if:



- You breach these Terms or applicable laws.
- Your use of the platform is deemed harmful or disruptive.

## 9.2 Termination by User

You may terminate your account at any time by contacting us. Upon termination, you must cease using our services and ensure that any outstanding obligations are fulfilled.

## 10. Governing Law and Dispute Resolution

## 10.1 Governing Law

These Terms are governed by the laws of Wales, United Kingdom.

#### **10.2 Dispute Resolution**

- Any disputes arising under these Terms will be resolved in the competent courts of Wales, UK.
- We encourage you to resolve disputes amicably and in good faith before seeking legal remedies.

### 11. Contact Information

For questions or concerns regarding these Terms and Conditions, please contact us at:

- Email: privacy@smartbridge.co.ke
- Address: 5th Floor Pinnacle Building, Cardiff, CF10 1AA, Wales, UK
- Phone: +44(784)544-1698



## 12. Miscellaneous

## 12.1 Entire Agreement

These Terms constitute the entire agreement between you and SmartBridge regarding your use of the platform and supersede any prior agreements or understandings.

## 12.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to apply.

#### 12.3 Waiver

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

By accessing or using SmartBridge, you confirm that you have read, understood, and agree to these Terms and Conditions. Thank you for choosing SmartBridge as your trusted partner for investment and loan services.