

# CHECKA BY BCI

## TERMS OF SERVICE

**Effective Date:** January 15, 2026

**Last Updated:** January 15, 2026

These Terms of Service ("Terms") govern your access to and use of Checka by BCI ("Checka", "Platform", "Service").

By accessing or using Checka, you agree to be legally bound by these Terms.

If you do not agree, you must discontinue use of the platform.

## 1. ELIGIBILITY

You must:

- Be at least 18 years old;
- Have legal capacity to enter binding agreements; and
- Use the platform only for lawful purposes.

Businesses using Checka warrant that their representatives are authorized to bind the organization.

## 2. SERVICES PROVIDED

Checka provides verification, due diligence, compliance, screening, and intelligence-related services including but not limited to:

- Identity verification
- Address verification
- Employment verification
- Criminal records checks
- Education verification
- Business verification
- Tenant screening
- Driver verification
- Vendor verification
- Fraud detection support
- Risk intelligence services

Services may vary by jurisdiction and regulatory limitations.

### **3. USER RESPONSIBILITIES**

Users agree to:

- Provide accurate information;
- Obtain lawful consent where required;
- Use reports responsibly;
- Comply with applicable laws;
- Avoid unlawful discrimination;
- Maintain confidentiality of reports;
- Refrain from misuse of verification information.

Users shall not:

- Conduct unlawful surveillance;
- Use reports for harassment;
- Use services for discriminatory purposes;
- Misrepresent identity;
- Attempt unauthorized access to systems;
- Interfere with platform operations.

## **4. CONSENT & AUTHORIZATION**

Users requesting verification on third parties represent and warrant that:

- Appropriate consent has been obtained where required;
- Processing is lawful under applicable regulations;
- The requested checks are legally permissible.

Checka reserves the right to refuse services lacking a lawful basis.

## **5. REPORTS & INFORMATION ACCURACY**

Checka makes reasonable efforts to ensure accuracy.

However:

- Information may originate from third-party sources;
- Records may contain errors or omissions;
- Certain information may change over time.

Reports are provided on an "as available" basis.

Users remain responsible for independent decision-making.

## **6. NO GUARANTEE OF OUTCOMES**

Checka does not guarantee:

- Employment outcomes;
- Business decisions;
- Investment performance;
- Relationship suitability;

- Fraud prevention success;
- Legal compliance outcomes.

Users assume responsibility for actions taken based on reports.

## **7. FEES & PAYMENTS**

Users agree to pay applicable fees for services.

Fees may vary depending on:

- Jurisdiction;
- Verification scope;
- Turnaround time;
- Regulatory requirements.

Payments may be processed through third-party payment providers.

Failure to pay may result in suspension or termination.

## **8. INTELLECTUAL PROPERTY**

All platform content including:

- Logos
- Branding
- Software
- Reports
- Databases
- Designs
- Methodologies

- Documentation

remain the intellectual property of Checka and/or BCI.

Users may not:

- Reproduce;
- Reverse engineer;
- Redistribute;
- Commercialize platform content without authorization.

## **9. CONFIDENTIALITY**

Users agree to maintain confidentiality of:

- Verification reports
- Investigation outputs
- Internal methodologies
- Sensitive information

Unauthorized disclosure may result in legal action.

## **10. COMPLIANCE OBLIGATIONS**

Users agree to comply with applicable:

- Data protection laws
- Employment laws
- Anti-discrimination laws
- AML/CFT regulations
- Consumer protection laws

- Sanctions regulations

## **11. THIRD-PARTY DATA SOURCES**

Checka may rely on:

- Public records
- Government databases
- Regulatory sources
- Third-party vendors
- Open-source intelligence

Availability and accuracy may vary by jurisdiction.

## **12. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, Checka and BCI shall not be liable for:

- Indirect damages;
- Consequential damages;
- Lost profits;
- Business interruption;
- Reputational loss;
- Decisions made based on reports.

Total liability shall not exceed fees paid for the relevant service.

## **13. INDEMNIFICATION**

Users agree to indemnify and hold harmless Checka, BCI, affiliates, officers, employees, and partners from claims arising from:

- Misuse of services;
- Unlawful verification requests;
- Breach of these Terms;
- Violation of applicable laws.

## **14. SERVICE AVAILABILITY**

Checka does not guarantee uninterrupted service availability.

We may:

- Modify services;
- Suspend systems;
- Restrict access;
- Conduct maintenance;
- Discontinue features.

## **15. TERMINATION**

We reserve the right to suspend or terminate access for:

- Fraudulent activity;
- Regulatory concerns;
- Misuse of services;
- Non-payment;
- Security threats;
- Breach of these Terms.

## **16. SANCTIONS & RESTRICTED USE**

Users may not use Checka in violation of:

- International sanctions;
- Export control laws;
- Anti-terrorism laws;
- AML/CFT regulations.

We reserve the right to reject restricted entities or high-risk transactions.

## **17. DISPUTE RESOLUTION**

Any disputes arising under these Terms shall first be subject to good-faith negotiation.

Where unresolved, disputes may be resolved through:

- Arbitration;
- Mediation; or
- Competent courts of jurisdiction.

## **18. GOVERNING LAW**

These Terms shall be governed by applicable laws of the Federal Republic of Nigeria unless otherwise required by mandatory law.

## **19. FORCE MAJEURE**

Checka shall not be liable for delays or failures resulting from events beyond reasonable control including:

- Natural disasters
- Government actions
- Internet outages
- Cyberattacks
- Labor disputes
- Civil unrest
- Pandemics

## **20. CHANGES TO TERMS**

We reserve the right to update these Terms periodically.

Updated versions become effective upon publication.

Continued use constitutes acceptance.

## 21. CONTACT INFORMATION

For legal, compliance, or service-related inquiries:

**Checka by BCI**

Email: [Compliance@checka.africa](mailto:Compliance@checka.africa)

Website: [www.checka.africa](http://www.checka.africa)

## 22. ENTIRE AGREEMENT

These Terms, together with the Privacy Policy and applicable service agreements, constitute the entire agreement between users and Checka.

## DISCLAIMER

Checka by BCI is not a law enforcement agency, credit bureau, or government institution unless expressly stated.

Certain services may be subject to local legal restrictions, consent requirements, or regulatory approvals depending on jurisdiction.