

TROOSOLAR FINANCE TERMS AND CONDITIONS

Please read carefully the terms and conditions for borrowers.

1. Introduction

Please read these Terms and Conditions ("Terms"), which set forth the legally binding terms and conditions between you (hereinafter referred to as "you" or "your" or "the company") and Troosolar (hereinafter referred to as "Troosolar" or "3Gates Energy Ltd" or "We" or "Us" or "Our") a limited liability company registered under the laws of the Federal Republic of Nigeria with registration number RC 1971724 and having its principal place of business at First Floor(Left Wing), 16 Amodu Ojikutu St, off Bishop Oluwole Street, Victoria Island, Lagos, Nigeria.

Our website is not directed at you if we are prohibited by any law of any jurisdiction from making the information on our website available to you, and is not intended for any use that would be contrary to your local law or regulation. By accessing or using our services, you agree to be bound by these Terms. If you disagree with any part of these Terms then you may not access our services.

Your access to our services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all Consumers who access or use our services.

2. Effect of These Terms and Conditions

2.1

By accepting these terms or by continuing to use the Platform, you agree to be bound by the entirety of these Terms & Conditions, in addition to:

- Our Website Terms and Conditions;
- Our Privacy and Cookies Policy, which explains how we collect and use your personal data;
- Any financing or service agreement you enter into in connection with these terms.

2.2

In these Terms & Conditions, unless the context requires otherwise:

- Words referring to a singular person include the plural and vice versa;
- Any gender includes any other gender;
- References to "You" include your permitted successors and assigns.

2.3 Definitions

- **Loan:** A financing facility for clean energy services offered by Troosolar via the online Platform.
- **Loan Application:** A request submitted by you via the Platform to obtain financing from Troosolar.
- **Platform:** Refers to websites, mobile applications, clients, and other forms (including new ones enabled by future technological development), user profiles, digital payment platforms, and digital wallets by Troosolar.
- **Personal Information:** Data provided by you and obtained by Troosolar in relation to the services offered.
- **Guarantor:** means the individual nominated by You as a guarantor and indemnifier to provide personal security to Us in relation to your application for a loan
- **Services:** refer to various services provided to you by Troosolar that are based on the Internet, USSD, QR Code, and/or blockchain technologies and offered via Troosolar websites, mobile applications, clients, and other forms (including new ones enabled by future technological development). Troosolar Services include, but are not limited to, various Troosolar ecosystem components, such as user profiles, digital payment platforms, digital wallets, and novel services to be provided by Troosolar.
- **T&C:** These Terms and Conditions.
- **User:** refers to all individuals, institutions, or organisations that access, download, or use Troosolar or Troosolar Services and who meet the criteria and conditions stipulated by Troosolar. If there exist other agreements for such entities as developers, distributors, market makers, and Digital currency exchanges, such agreements shall be followed.
- **User Profile:** Your individual or business profile on the Platform.
- **KYC** refers to the “know-your-customer” process that Troosolar has implemented before entering into a business relationship or conducting transactions with its Users. As part of this process, Troosolar may take any actions it deems necessary to identify Users, verify their identity, scrutinise and investigate User transactions, or comply with any applicable law or regulation.

2.4

We reserve the right to revise or update these Terms and Conditions from time to time to comply with applicable laws or to adapt to business needs. Please check back periodically for updates.

2.5

Your continued use of the Platform after any updates constitutes your acceptance of the revised Terms and Conditions.

3. Requesting a Loan

3.1

You may apply for solar financing through the online platform by submitting an Application through the website.

3.2

By using our services, you confirm that:

- You are over 18 years of age.
- You are of sound mind and have the legal capacity to enter into a binding agreement.
- You will provide accurate personal and business information about yourself.
- You have a guarantor and will provide accurate information about them, which should be uploaded to the site on or before the date of installation.
- You will provide undated cheques on or before the date of installation.
- You won't create multiple accounts or impersonate others.
- You are not breaching any Applicable Laws or Regulations that apply to you or any company, trust, or partnership.
- The information will be used to verify identities, conduct credit assessments, and determine eligibility.
- If false or misleading information is provided, we may terminate your application and report you to law enforcement or relevant authorities.
- You also authorise us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud.
- You'll pay a non-refundable fee to check your credit score to initiate the loan process.
- Submitting an application to get solar finance does not guarantee approval.

4. Interest

4.1

Each approved Loan will be governed by specific terms outlining the repayment of the principal and applicable interest.

4.2

If you repay your loan early, prorated interest may apply, but this does not include one-off administrative charges.

4.3

If repayment isn't made after the agreed tenure, interest will continue to accrue on the outstanding amount.

5. Missed Payments / Default by Borrower

5.1

If you fail to repay your loan in full or on time, we will seek payment in line with our internal recovery procedures. You will reimburse us for any costs incurred.

5.2

Repayments will be collected electronically via Direct Debit, Card Payments, or Virtual Accounts on your scheduled repayment dates.

5.3

Where any payment attempt that we may agree with you fails, or we are unable to contact you, or you fail to agree to any attempts that we may make to agree a reasonable repayment plan, we reserve the right to use debt recovery agents, or any other legally permissible means, to make contact with you in our attempt to recover the loan.

5.4

Continued missed payments will result in a pause being placed on the use of our system/product in your vicinity.

5.5

Where further payments are missed, we undertake to make reasonable attempts to contact You to explain to you that we will contact the Guarantor because You have failed to meet the repayment obligations.

5.6

If we can contact the Guarantor and your Guarantor agrees to make an immediate repayment on your behalf, we will then attempt to collect 100% of the outstanding amount from the Guarantor using the details provided by the Guarantor and we will confirm immediately whether the transaction has been successful. Where the Guarantor informs us that they or You are unable to make the repayment due to a change in financial situation, or where making the repayment would cause significant financial hardship, and where this is the case, we undertake to agree a reasonable repayment plan with you.

5.7

Where You have failed to pay any portion of your loan, either principal or interest, on the repayment date, and such payment remains outstanding for at least fourteen (14) days, we shall be entitled to disclose to various credit bureaus and upload on their platforms, all information in connection with your outstanding loan, including, your personal identity, your business name, the amount owed, and any other information we deem appropriate ("your information"), until we receive full payment of your outstanding loan. If You are a corporate entity, we shall be entitled to disclose to various credit bureaus and upload on their platforms, details of your shareholders and directors. This shall also form part of your information.

5.8

If your loan is unpaid for more than 30 days, we may report your personal or business information to licensed credit bureaus, and all other accounts linked to your BVN will be debited.

5.9

You consent to such reporting and waive any claims against us for doing so. You agree to indemnify Troosolar from any third-party claims arising from the disclosure of your information.

5.10

Every solar product obtained from us using the loan or finance plan will remain the property of Troosolar until the loan is completed.

5.11

You consent for us to turn off usage of our product or system if the loan isn't repaid at the agreed tenure or isn't repaid after 7 days of continued failed debits from your account.

6. Limitation of Liability

Your sole remedy for dissatisfaction with the online platform is to stop using it. Under no circumstances shall Troosolar be liable for any direct, indirect, incidental, consequential, punitive, or special damages (collectively, "Excluded Damages") resulting from:

- Inability to use the Platform
- Service interruptions
- Loss of business, profits, data, or goodwill
- External factors such as natural disasters, power failures, or government actions
- Unauthorised access to your data or account due to third-party activity.
- any legal proceedings between you and any third parties,

- Any conduct or content of any third party on the online platform.

7. Prohibited Uses

7.1

You agree not to:

- Use the Platform in any manner that could damage or overburden Troosolar's server, or any network connected to Troosolar's server, interfere with any other party's use of the Platform; or
- Use the Platform for unlawful or malicious activity (e.g., fraud, money laundering); or
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use or provide any fraudulent, misleading, or inaccurate information; or
- Access another user's account without permission; or
- Use the Platform for commercial purposes without our written consent.

7.2

You agree that We may take civil or criminal actions against You if We have reason to believe that You have used or attempted to use the Platform in any manner prohibited above.

8. Communication

8.1

If you wish to contact us, or if any condition in these Terms and Conditions requires you to give notice to us, you may send such communication to us by email: support-troosolar@3gatesenergy.ng or any updated contact provided on the Platform. We will attend to you promptly.

8.2

If we have to contact you or give you notice in writing, we may do so by posting such notice on our website, our WebApp, by email or by SMS to the mobile phone number or email address you provided to us.

9. Intellectual Property Rights

9.1

The Service and all rights in our product name, trade names, logos, service marks, slogans, product packaging, its original content, features, and functionality are and will remain the exclusive property of 3Gates Energy Ltd. Our trademarks may not be used in connection with any product or service without our prior written consent.

9.2

Subject to your compliance with these Terms, 3Gates Energy Ltd grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to access and view any Collective Content made available on or through the Platform and accessible to you, solely for your personal and non-commercial use.

9.3

You shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Service; or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

9.4

We do not warrant or represent that the content of the Platform does not infringe the intellectual property rights (or any other rights) of any third party.

10. Security

10.1

You are responsible for activity on your account. Notify us immediately if your password or account is compromised.

10.2

Do not bypass our security systems. Only access the Platform through authorised methods.

10.3

We may decline to act on instructions we suspect to be fraudulent or unauthorised.

11. Third-Party Service Providers

We may use third-party providers for certain services. Troosolar is not responsible for their performance, security, or privacy policies. If you do not agree with a third-party provider's terms, do not use the Platform.

12. Third-Party Services Disclaimer

You accept that any engagement with third-party providers is at your own risk. Troosolar disclaim liability for any losses or damages resulting from their services.

13. General Disclosures

13.1

All information you provide must be true and up-to-date.

13.2

Our services are offered under Nigerian law and not intended for use in jurisdictions where such services are restricted.

13.3

We may offset any outstanding debt you owe us against funds due to you.

13.4

You are bound by the website terms in addition to these T&C.

13.5

You may not reuse or copy content from the Platform without permission.

14. Governing Law & Dispute Resolution

14.1

These Terms & Conditions are governed by the laws of the Federal Republic of Nigeria.

14.2

Any disputes will be resolved first through mutual consultation. If unresolved after 30 days, disputes will be settled by arbitration in Lagos in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria 2004. Proceedings will be in English. Notwithstanding, Troosolar reserves the right to take legal action in Nigerian courts. Each party bears the costs.

15. Severability & Miscellaneous

15.1

If any part of these T&C is found invalid or unenforceable, the rest will remain in full force.

15.2

You must comply with all applicable laws while using the Platform.

15.3

Troosolar may assign its rights under these Terms & Conditions. This agreement does not create an employment, agency, or partnership relationship between you and Troosolar.

PRIVACY POLICY

Introduction

This website is provided by 3Gates Energy Limited, operators of the Troosolar brand (hereinafter referred to as “Troosolar”, “3GatesEnergy”, “the company”, “we”, “us”, or “our”). At Troosolar, your privacy is important to us. We are committed to safeguarding all personal data you provide and ensuring it remains confidential across our affiliates, representatives, and authorised partners.

This Privacy Policy outlines how we collect, use, share, and protect your personal data when you interact with our website, services, or platforms. It applies to customers, potential customers, partners, and all individuals whose information we may process.

By visiting our website or using our services, you agree to the terms of this Privacy Policy. This policy works in conjunction with our Terms of Service, including limitations on liability and dispute resolution.

Our services are not intended for use in jurisdictions where such services would be illegal or restricted by local laws.

1. Interpretation and Definitions

1.1 Interpretation

Words with capitalised initial letters have defined meanings. These definitions apply whether in singular or plural form.

1.2 Definitions

- **Account:** A unique account created for you to access our services or parts of our Service.
- **Company:** Refers to 3Gates Energy Ltd/Troosolar (“the Company”, “We”, “Us” or “Our” in this Agreement) located at First Floor(Left Wing), 16 Amodu Ojikutu St, off Bishop Oluwole Street, Victoria Island, Lagos, Nigeria.
- **Cookies:** Small files placed on your device by a website/application to store browsing information.
- **Country:** Refers to the Federal Republic of Nigeria.
- **Device:** Any internet-connected tool used to access the service (e.g. phone, tablet, computer).
- **Personal Data:** Information related to an identifiable individual.

- **Service(s):** refer to various services provided to you by Troosolar that are based on the Internet, USSD, QR Code, and/or blockchain technologies and offered via Troosolar websites, mobile applications, clients, and other forms (including new ones enabled by future technological development). Troosolar Services include, but are not limited to, various Troosolar ecosystem components, such as user profiles, digital payment platforms, digital wallets, and novel services to be provided by Troosolar.
- **Service Provider:** any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analysing how the Service is used.
- **Usage Data:** Data automatically collected through the use of our services.
- **You/Your:** The user of our services (individual, company, or legal entity).

2. Collecting and Using Your Personal Data

Types of Data Collected

2.1 Personal Data

While using our service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to:

- Information that You provide to us when filling out forms, signing up on the web or if you register to receive alerts or updates.
- Personal information is collected when purchasing products or services.
- Personal Data that we obtain or learn, such as information about the browser or device you use to access this site, how you use this site and the pages you visit, traffic and location data.
- Interactions with our customer support, whether by phone, email, or chat.
- Feedback or survey responses.
- Data from third-party partners (We will notify you when we receive Personal Data about you from them, and the purposes for which we intend to use that Personal Data).

2.2 Usage Data

Automatically collected data may include:

- Your Device's Internet Protocol address (e.g. IP address)
- Device/browser type
- Visited pages and usage patterns
- Time and duration of visits
- Geographic location
- Mobile-specific identifiers and usage diagnostics

2.3 Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyse Our Service. The technologies We use may include:

- **Browser Cookies:** Essential for platform functionality.
- **Flash Cookies:** Store user preferences.
- **Web Beacons:** Track interaction with content and emails.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser.

Types of cookies used:

- **Essential Cookies:** Enable key functionality.
- **Acceptance Cookies:** Confirm user acceptance of cookie use.
- **Functionality Cookies:** Remember preferences for a better experience.

3. Use of Your Personal Data

We may use your Personal Data for the following:

- To provide, maintain, and improve our services.
- To manage your account.
- To fulfil contractual obligations.
- To contact you regarding services or support.
- To send relevant promotional communications.
- To analyse performance and improve user experience.
- For legal compliance and fraud prevention.

3.1 Sharing of Personal Data

We may share data with:

- Service Providers (e.g. analytics, communication tools).
- Business Partners and Affiliates.
- In case of a business transaction (e.g. acquisition or merger).
- With Your consent.
- With public authorities as required by law.

We comply with the Nigeria Data Protection Regulation (NDPR) and the Nigeria Data Protection Act 2023.

04. Retention and Transfer of Your Personal Data

4.1 Retention

We retain Personal Data only for as long as necessary:

- To provide services.
- To fulfil legal obligations.

- To resolve disputes or enforce policies.

4.2 Transfer

Your data may be transferred to and stored in secure locations outside Nigeria, in compliance with data protection laws. We ensure adequate data protection safeguards are in place.

05. Disclosure of Your Personal Data

We disclose Personal Data under the following circumstances:

- To trusted third-party service providers.
- For legal and regulatory compliance.
- To perform operational or technical functions on our behalf.

Legal Basis for Disclosure:

- Legal obligations or investigations.
- To protect rights, users, or public safety.
- With your explicit consent.

06. Security of Your Personal Data

We use physical, electronic, and administrative safeguards:

- Firewalls
- Encrypted data transmission
- Restricted access
- Secure servers
- Staff training on data protection

Note: While we employ strong safeguards, no system is entirely immune to breaches.

07. Where We Store Your Data

Data may be stored outside Nigeria. We ensure:

- Appropriate legal and technical safeguards.
- Transfers to countries with adequate data protection regulations.
- Your consent for transfers to unregulated jurisdictions.

7.1 Third-Party Processing

Some third-party providers that may process your data include:

- Google Places (location-based services): Google Privacy Policy

8. Children's Privacy

Our services are not designed for users under 18 years of age. We do not knowingly collect data from minors. If we become aware of such a collection, we will promptly delete the data.

10. Data Breach Notification

In case of a breach:

- We will notify NDPC within 72 hours.
- If there's a risk to your rights, we will notify you within 7 days with details of the breach and next steps.

11. External Links

Our platforms may contain links to external sites. We are not responsible for their content or data protection practices. Please review their privacy policies before use.

12. Changes to This Privacy Policy

We may update this Privacy Policy. Please check back periodically for updates.

13. Contact Us

If you have questions or requests about our Financing Policies, please contact us at:

Email: support-troosolar@3gatesenergy.ng

Phone: +234 9077141837 | +234 9076661602

Office Address: First Floor(Left Wing), 16 Amodu Ojikutu St, off Bishop Oluwole Street, Victoria Island, Lagos, Nigeria.