

# TROOSOLAR TERMS OF SERVICE

Please read the terms carefully as they govern your use of Troosolar Services.

## Introduction

Please read these Terms of Service (“Terms”), which set forth the legally binding terms and conditions between you (hereinafter referred to as “you” or “your”) 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.

Please read the terms carefully as they govern your use of Troosolar Services.

By making use of Troosolar services, you acknowledge and agree that:

- (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH ONLINE TRANSACTIONS AND THEIR DERIVATIVES,
- (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF TROOSOLAR SERVICES, AND
- (3) TROOSOLAR SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

By accessing, using, or attempting to use Troosolar Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access our services.

Your access to our services is conditioned on your acceptance of and compliance with these Terms.

## 1. Definitions

- **Account:** refer to the foundational virtual accounts, including main accounts and subaccounts, which Troosolar opens for Users to record on Troosolar their usage of Troosolar Services, transactions, asset changes, and basic information. Troosolar Accounts serve as the basis for Users to enjoy and exercise their rights on Troosolar.
- **Applicable Laws:** All relevant laws, codes, regulations, and guidelines in the Federal Republic of Nigeria.
- **Consumer:** A customer of Troosolar, or their partner energy service providers.

- **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.
- **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.
- **Solar System & Products:** Solar power systems, inverters, batteries, and energy storage solutions provided by Troosolar or our partners.
- **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.
- **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 do anything that it deems necessary in order to identify Users, verify their identity, scrutinise and investigate User transactions, or comply with any applicable law or regulation.

## 2. Acceptance of Terms

By using our Services, you agree to abide by these Terms and all additional rules, policies, and agreements referenced or incorporated herein. We may modify these Terms periodically by posting updates on the Platform. Continued use after changes means acceptance of those changes.

## 3. Scope of Services

3Gates Energy Ltd is a clean energy technology company. Through Troosolar, we provide solar products, installations, financing, and energy advisory services to simplify and scale access to clean energy in Nigeria.

## **4. Troosolar Account**

To access our services, you must create an account and provide accurate details, including:

- Full name, email, phone number, and address
- Valid government-issued ID (NIN, International passport, or voter's card)
- Energy needs (e.g., building type, power use, repayment plan)

**4.1** You're responsible for safeguarding your login details and ensuring secure use.

**4.2** When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. If there are any grounds for believing that any of the information you provided is incorrect, false, outdated, or incomplete, Troosolar reserves the right to send you a notice to demand correction, directly delete the relevant information as the case may be, or terminate all or part of the Troosolar services we provide for you. If we are unable to reach you with the contact information you provided, you shall be fully liable for any loss or expense caused to us during your use of our services. You hereby acknowledge and agree that you have the obligation to update all the information if there is any change. Failure to do so constitutes a breach of these Terms, which may result in immediate termination of your account on our Platform and the Service.

## **5. User Representations & Warranties**

By using our services, you confirm that:

- You are over the age of 18 years.
- You are of sound mind and have the capacity to enter into a legally binding contract.
- Your personal and business information is accurate.
- 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.
- 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.
- All carbon credits, emissions reductions, renewable energy certificates, and other environmental attributes generated from any solar system installed, financed, or facilitated by Troosolar are the sole and exclusive property of Troosolar.

**5.1** By registering an account, you hereby authorise Troosolar to conduct investigations that Troosolar considers necessary, either directly or through a third party, to verify your identity or protect you, other users, and/or Troosolar from fraud or other financial crimes, and to take necessary actions based on the results of such investigations. You also acknowledge and agree that your personal information may be disclosed to credit bureaus and agencies for fraud prevention or financial crime prevention, which may respond to our investigations in full.

## 6. Consumer Financing

We offer two financing models:

- **Buy Now:** Pay the full cost upfront.
- **Buy Now, Pay Later:** Pay monthly with the option to decide if you want to spread payments between 3, 6, 9, and 12 months or any number of months displayed on the website and other channels at the time of your application.

**6.1** Each financing model is governed by our **Financing Agreement**, which may override these Terms in case of a conflict.

**6.2** You can access financing solutions through our Platform for the use or purchase of any System or our partner energy service providers may provide.

## 7. Payment

Depending on the financing model you choose, the applicable payments to be made by you for the System shall be detailed in the Consumer Financing Agreement.

## 8. Intellectual Property

**8.1** 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 Troosolar. Our trademarks may not be used in connection with any product or service without our prior written consent.

**8.2** Subject to your compliance with these Terms, Troosolar 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.

**8.3** 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. Prohibited Activities**

### **9.1 You may not:**

- Use the Platform for illegal activities.
- Infringe on any rights or intellectual property.
- Send spam or engage in harmful behaviour.
- Bypass security features or attempt unauthorised access.

Violating these rules may result in account termination.

**9.2** You acknowledge that Troosolar has no obligation to monitor the access to or use of the Platform by any User or to review, disable access to, or edit any User Content, but has the right to do so to (i) operate, secure and improve the Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Users' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to User Content that it determines is harmful or objectionable; or (v) as otherwise outlined in these Terms. Users agree to cooperate with and assist Troosolar in good faith, and to provide Troosolar with such information and take such actions as may be reasonably requested by Troosolar with respect to any investigation undertaken by Troosolar or a representative of Troosolar regarding the use or abuse of the Platform.

## **10. Links to Other Sites**

**10.1** We are not responsible for third-party websites linked from our Platform. Use them at your own risk and review their own terms and privacy policies.

**10.2** Troosolar has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Troosolar shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **11. Termination**

**11.1** We may terminate or suspend our Service to you immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach these Terms.

**11.2** We may terminate or suspend your access to the Platform at any time for violations. Upon termination, your right to use the Platform and our Service will immediately cease. If you wish to terminate your account, you may simply send an email to [support-troosolar@3gatesenergy.ng](mailto:support-troosolar@3gatesenergy.ng)

**11.3** In case of any of the following events, Troosolar shall have the right to directly terminate these Terms by cancelling your Troosolar Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorisations of your Troosolar Account on our webapp and withdraw the corresponding Troosolar Account thereof:

- After Troosolar terminates services to you;
- You allegedly register in any other person's name as a User again, directly or indirectly.
- The information that you have provided is untruthful, inaccurate, outdated, or incomplete.
- When these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your Account or by other means.
- You request that Troosolar Services be terminated; and
- Any other circumstances where we deem it should terminate our Services.

## **12. Indemnity**

You agree to indemnify and hold harmless Troosolar, its affiliates and subsidiaries, its officers, directors, employees and agents, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal and other reasonable professional costs and expenses) suffered or incurred as a result of:

**12.1** Your fraudulent or illegal use of the Services or the Platform;

**12.2** Your negligence or any default by you of any of these Terms or subsequent agreement between you and us

**12.3** Any inaccurate or incomplete information that you have knowingly provided to us;

**12.4** You are allowing any other person to access your account either with your permission or as a result of your failure to keep your username and password private;

**12.5** Any claim made against you for actual or alleged infringement of Troosolar's Intellectual Property or any actual or alleged infringement of a third party's Intellectual Property arising out of or in connection with our Services or your use of the Platform.

### **13. Limitation of Liability**

In no event shall Troosolar, its affiliates and subsidiaries, its directors, employees, partners, agents, or suppliers, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Indirect or consequential damages,
- Unauthorised access to your data,
- any legal proceedings between you and any third parties,
- Any conduct or content of any third party on the Platform.

### **14. Disclaimer**

Our Platform is provided “as is.” We make no warranties that it will be uninterrupted or error-free, and we do not guarantee perfect results from using it.

### **15. Governing Law**

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

15.2 Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### **16. Governing Law & Dispute Resolution**

#### **16.1**

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

#### **16.2**

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.

## **17. Force Majeure**

We are not liable for failure to perform, or for delay in performing our obligations hereunder if such failure or delay shall be due to natural disasters, war, riot, civil commotion, weather, pandemics, epidemics, labour disputes, failure of technical or product partners, or any other cause beyond its reasonable control and whether or not of a similar nature to the foregoing.

Troosolar and affiliates shall not take responsibility for any pre-existing electrical issues beyond the scope of our installations.

## **18. Feedback**

Send your feedback or suggestions to **[support-troosolar@3gatesenergy.com](mailto:support-troosolar@3gatesenergy.com)**. We may use submitted feedback without obligation or compensation. By submitting your feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## **19. Changes to Terms**

We may update these Terms of Service at our discretion. Please check back periodically for updates.

## **20. Contact Us**

If you have any questions about these Terms, please contact us at **[support-troosolar@3gatesenergy.ng](mailto:support-troosolar@3gatesenergy.ng)**

For Partnerships, email us at **[partner@troosolar@3gatesenergy.ng](mailto:partner@troosolar@3gatesenergy.ng)**

# **PRIVACY POLICY**

## **1. 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.

## **2. Consent**

By accessing our platforms, using our services, or visiting any of our offices, you accept the terms of this Privacy Policy and give your consent to the processing of your personal data as outlined herein.

## **3. Age Restriction**

You confirm that you are at least 18 years of age and are legally able to enter into agreements in your own name. You also confirm that you understand and accept the contents of this Privacy Policy.

## **4. Information We Collect**

We may collect information about you in a variety of ways. The information we may collect on the Site includes:

### **4.1 Automatically Collected Information**

When you visit our website, our systems automatically collect non-personal data such as:

- Your IP address and internet service provider
- Time spent on the site
- Pages viewed
- Browser and device type
- Geographic location
- Referrals and other access data

#### **4.2 Personal Data**

When you contact us or subscribe to our services, we may collect:

- Username and password
- Contact details (name, address, email address, and telephone number)
- Demographic information (age, gender, hometown, and interests)
- Supplemental identification information (government-issued identity documents, live photo images captured, International passport, driver's license, taxpayer identification number or national insurance number, source of income and employment information, including its status and history as applicable)
- Any other personal data you choose to share with us. You are under no obligation to provide us with personal information of any kind. However, your refusal to do so may prevent you from using certain features of the Site and our mobile application.

#### **4.3 Financial Data**

Financial information, such as data related to your payment method (e.g., valid credit card number, card brand, expiration date), that we may collect when you purchase, order, return, exchange, or request information about our services from the Site or our mobile application:

##### **4.3 Bank Verification Number (BVN) and National Identification Number (NIN)**

If you apply for solar financing, we may collect your BVN and your guarantor's BVN solely for creditworthiness assessment purposes and NIN for identification purposes.

#### **4.4 Third-Party Data**

Information from third parties, such as personal information or network friends, if you connect your account to the third party and grant the Site permission to access this information.

#### **4.5 Mobile Application Information**

If you connect using our mobile application:

- Geo-Location Information: We may request access or permission to or track location-based information from your mobile device, either continuously or while you are using our mobile application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.
- Mobile Device Access: We may request access or permission to certain features from your mobile device, including your mobile device's Bluetooth, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, social media accounts, storage, and other features. If you wish to change our access or permissions, you may do so in your device's settings.
- Mobile Device Data: We may collect device information (such as your mobile device ID, model, and manufacturer), operating system, version information, and IP address.
- Push Notifications: We may request that you send push notifications regarding your account or the Application. If you wish to opt out of receiving these types of communications, you may turn them off in your device's settings.

### **5. Use of Your Personally Identifiable Information**

5.1 We use your information to:

- Verify your identity
- Fulfil contracts or service agreements.
- Provide requested products or services.
- Handle customer inquiries and support.
- Conduct customer research and profiling.
- Send service or support messages, such as updates, security alerts, email notifications, and/or newsletters.

- Process payments and manage accounts
- Prevent fraud and ensure security.
- Maintain accurate records
- Share credit history with licensed credit bureaus (if financing is involved)
- Comply with regulatory requirements (e.g., NDPR, CBN regulations)

**5.2 Repayment Methods:** As part of our financing services, we offer multiple repayment options such as Direct Debit, Card Payments, and Virtual Accounts to make repayment convenient for you. When you set up or use any of these repayment methods, we may collect and process necessary personal and financial information (such as your account details, transaction records, and repayment history) to facilitate secure payments, verify transactions, and keep your repayment records accurate. We do not store your full card details or banking credentials. All payment information is securely handled in compliance with applicable data protection and financial regulations, and shared only with authorised payment partners or financial institutions that support our repayment systems.

## 6. Data Accuracy

We strive to ensure that all personal data collected is accurate and up-to-date. You are encouraged to inform us of any changes so we can promptly update our records.

## 7. Other Information We Collect

We may gather additional technical data (like your operating system and usage logs) through analytics tools and cookies. Details on how we use cookies are outlined in No.14.

## 8. Data Confidentiality

We treat all personal information as confidential and do not disclose it unless required by law. You also must protect your login information and only communicate with our authorised staff.

## 9. Disclosures

- We do not sell or publish your identifiable data.
- We may share non-personal, aggregated data with our partners.
- We comply with all disclosure requests mandated by law or regulators.
- You have the right to request deletion or correction of your data.

- Public posts (e.g., social media comments) may be visible to others.

## **10. Transfer of Personal Data**

### **10.1 Within Nigeria**

We may work with third-party service providers within Nigeria to process your data under strict confidentiality agreements.

### **10.2 Outside Nigeria**

We only transfer your data to countries with adequate protection laws, as listed by NITDA, or with your consent. If required, we will seek appropriate approval from regulatory authorities.

## **11. Sale or Bankruptcy**

If we reorganise or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline to honour commitments we made in this Privacy Policy.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

## **12. THIRD-PARTY WEBSITES**

The Site and our mobile application may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you have used these links to leave the Site or our mobile application, any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information. Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties,

including other sites, services, or applications that may be linked to or from the Site or our mobile application.

## **13. Your Rights**

Under the Nigeria Data Protection Regulation (NDPR), you have the right to:

- Be informed of data transfers
- Request data deletion or correction
- Halt processing of your data
- Request a copy of your data.

## **12. Website Security**

We protect your data using encryption (e.g., SSL), firewalls, secure data centres, and access controls. However, you are also responsible for safeguarding your login credentials.

## **13. Training**

Our team receives regular training on data protection and privacy compliance to ensure we handle your information responsibly.

## **14. Use of Cookies**

We use cookies to:

- Identify and authenticate users
- Customise your experience
- Prevent fraud and track website performance.

You can disable cookies in your browser, but doing so may limit access to some services.

## **15. Data Retention**

We keep your data as long as necessary to fulfil legal, operational, and service obligations. This includes fraud prevention, regulatory compliance, and transaction verification.

## **16. Data Breach Management**

If a data breach occurs:

- We will notify you within 24 hours
- Investigate and take corrective actions.
- Inform regulators like the National Information Technology Development Agency (NITDA), if necessary.

## **17. Links to Third-Party Websites**

Our website may link to third-party platforms. We are not responsible for their privacy practices. Please review their privacy policies before engaging with them.

## **18. Limitation of Liability**

While we implement strong security measures, we are not liable for unauthorised access resulting from factors outside our control.

## **19. Changes to This Privacy Policy**

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

## **20. Contact Us**

For questions, comments, or more information about our 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.

