

JASPER TERMS & CONDITIONS OF SERVICE AND PRIVACY POLICY

1. THE AGREEMENT

The use of this Application and the Services provided by Jasper, a service of Benemasia Nigeria Limited RC 1698260 (the "Company") is subject to the following Terms & Conditions (T&C). This T&C shall govern the use of all pages on this application and the services provided.

2. DEFINITIONS

The parties referred to in this agreement shall be defined as follows: 2.1 Company, Us, We: The Company, as the creator, operator, and publisher of the application, makes the application and related services on it, available to users. Jasper, Benemasia Nigeria Limited, Benemasia, Company, Us, We, Our, Ours, and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.

2.2 Jasper: A platform and application developed by Benemasia Nigeria Limited to provide secure visitor access and community management services for gated communities and estate associations in Nigeria

2.3 Parties: Collectively, both the Company and You will be referred to as Parties.

2.4 Services: Provision of the Jasper platform and related services. These related services include the User Account, the Gatehouse Account and the Estate Association/Community Dashboard Account.

2.5 You, The User: Persons who use the platform, application, web portal, services.

3. ASSENT & ACCEPTANCE

By choosing to use this service, You warrant that You have read and reviewed this agreement and that You agree to be bound by its provisions.

4. LICENSE TO USE WEBSITE PORTAL & APPLICATION

The Company will provide You on request with certain information as a result of your use of the website portal, application and Services. Such information may include but is not limited to, documentation, data, or information developed by the Company and other materials which may assist in Your use of the website portal and/or Services ("Company Materials"). Subject to this agreement, Jasper grants You a non-exclusive, limited, non-transferable, and revocable

license to use the Company Materials solely in connection with Your use of the website portal, application and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the website portal or Services or at the termination of this agreement.

5. INTELLECTUAL PROPERTY

You agree that the website portal, application and the Services provided by Jasper are the property of Benemasia Nigeria Limited, including and not limited to: all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all rights, title, and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce, transfer, sell, license, or distribute the Company's IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or domain name without the express prior written permission from the Company.

6. USER OBLIGATIONS

As a User of the website portal, application, and its related Services, You will be asked to register with Us and open a user/Resident account. When You do so, You will choose a user identifier, which is your email

address as well as a password. You will also provide personal information, including but not limited to Your name (“Login Credentials”), contact phone number, and residential address. You are responsible for ensuring the accuracy of this information. Your Estate Association or Property Manager will also provide to you a Sign Up pin to register with your Estate Association. The Login Credentials will enable You and any third party you authorize to access the account and its associated services. You must not share Login Credentials or the Estate Association Pin with any unauthorized third party. If You discover that Your Login Credentials have been compromised, You agree to notify Us immediately and reset your password using the reset password feature. You are responsible for maintaining the safety and security of Your Login Credentials. Providing false or inaccurate information or using the website portal, application or Services to further fraud or unlawful activity is grounds for immediate termination of the Services by Jasper and alerting the appropriate authorities.

7. BETA PHASE FEEDBACK

The Company requests that You report bugs and provide comments, suggestions, recommendations, ideas, or other customer satisfaction feedback (“Feedback”) on the feature and functionality of the Services provided during beta tests. The Feedback You provide may be in the form of videos, texts, or images or in any other readable format as may be requested by the Company from time to time during the period of the beta test. You agree that any Feedback

You provide, and any derivative works created from the use of Your Feedback are proprietary to the Company. You agree that Your Feedback may be used and exploited without obligation of any kind of compensation. However, we will seek your written permission to use any Feedback you provide for any public purpose attributable to you, including promoting or marketing Jasper

8. TERMINATION OF SERVICES

8.1 You can terminate Your use of the services at any time by writing to us (hello@callthegate.com) to disable your account.

8.2 Jasper may however terminate Your usage of the web portal and Services for any of the following reasons: i. You have materially breached these Agreement and failed to cure that breach within 7 days after the Company has so notified You in writing. ii. In the event of a violation of the provisions of this agreement or applicable law

9. ACCEPTABLE USE

9.1 You agree not to use the application and services for any unlawful purpose, improper manner or any purpose prohibited under this clause.

9.2 You also agree not to use the application and services;

9.2.1 to harass, abuse or threaten others or otherwise violate any person’s legal rights;

9.2.2 to violate any intellectual property rights of the Company or any third party;

9.2.3 to unlawfully gather information about others.

10. PRIVACY POLICY

The privacy policy information in this section applies to You and the Administrator You designate to manage the estate association/community dashboard account on your behalf. We collect several different types of information for various purposes to provide and improve our Service to you. By using the Service, you agree to the collection and use of information in accordance with this policy.

We assure You that We will only process Your Personal Data exclusively for the purpose of implementing, administering, and improving the website portal and Your use of the Services. The Personal Data processing will take place through electronic and non-electronic means correlated with the purposes for which the Personal Data are collected with confidentiality and security provisions as set out by applicable laws and regulations in Nigeria.

11. DATA LOSS

You are completely responsible for the security of Your Login Credentials. We assure You that Your information shall be protected against any unauthorized disclosure with adequate security tools including firewalls and encryption technologies. Jasper will not accept liability for any security breach in Your account resulting from Your inability to protect Your Login Credentials.

11.1 How We Collect Information

We collect about you and your usage of the services through the following methods Online forms and surveys

Contacting us by telephone, SMS, social media, messaging apps, email or post

Verbal or written feedback you provide on our service

Third party data analytics from Google Analytics and Microsoft Azure Analytics

11.2 Types of Information We Collect

Personal Data – When you sign up on our application, We may ask You to provide Us with certain personally identifiable information that can be used to contact you or identify you (Personal Data). This include

Email Address

First and Last Names

Telephone Number

Residential Address

Security Gate House Phone Number

Tracking & Cookies Data –

We use cookies and similar tracking technologies to track how You use the services we provide to you.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

Our Service uses cookies provided by trusted third-party such as Google Analytics and Microsoft Azure Analytics. This helps us to understand how You use the service and how We can improve Your experience.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use are

Session Cookies. We use Session Cookies to operate our Service.

Preference Cookies. We use Preference Cookies to remember your preferences and various settings.

Security Cookies. We use Security Cookies for security purposes.

11.3 How we use information: We use the information gathered from You for the following purposes To provide and maintain the Services

To notify you of changes to the Services

To enable you to participate in interactive features of the Services should you choose to do so

To provide information for data analytics that allows us to improve the Service

To detect, prevent and troubleshoot technical issues

To provide customer care and support

11.4 Transfer of Data

Pursuant to applicable data protection laws, the information we collect, including personal data, may be transferred and stored on computers located outside of your state, country or other governmental jurisdiction. We store and process your data using Microsoft Azure Cloud Servers. Your signing of this agreement represents your agreement to this transfer.

11.5 Sharing Personal Information

Personal Data will be accessible within Our organization only by those persons requiring access for purposes of the implementation, administration, and operation of the website portal and use of the Services. We will transfer Personal Data internally amongst its employees as necessary only for the purpose of implementation, administration, and management of the website portal, application and Your use of the Services. We may further share Personal Data with third parties assisting the Company in the implementation, administration, and management of the website portal and application. Such a third party may be an affiliate of the Company or an independent contractor that the Company may engage to assist with the implementation, administration, and management of the website portal from time to time, whether within or outside Nigeria. We will notify you in writing of such third parties at the time of our engagement with them. We undertake that the transfer of Personal Data outside Nigeria will be in accordance with the applicable data protection laws in Nigeria.

11.6 Retention of Personal Data

You understand that Personal Data will be held only as long as is necessary to implement, administer and manage Your use of the Services. You further understand that you may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw consent herein, in any case without cost, by sending Us an email to that effect. You however understand that refusing or withdrawing consent may affect Your ability to access the Services.

11.7 Safeguarding of Data

We will establish and maintain adequate safeguards against theft, loss, or alteration of Your data in our possession with security measures provided by Microsoft Azure. These are same measures in effect for Our own operations

11.8 Disclosure of Data

We may disclose your Personal Data under the following circumstances.

To comply with a legal obligation

To prevent or investigate possible wrongdoing in connection with the Service

To protect the personal safety of users of the Service or the public

To protect against legal liability

11.9 Your Rights

You may, at any time exercise Your rights provided under the applicable data protection laws which may include the right to: i. obtain confirmation as to the existence of Personal Data

ii. verify the content, origin, and accuracy of the Personal Data

iii. request the integration, update, amendment, deletion (subject to the Company's data retention policy or any applicable data retention laws) or blockage (for breach of applicable laws) of the Personal Data

iv. oppose for legal reasons, the collection, processing, or transfer of the Personal Data which is not necessary or required for the implementation, administration and or operation of the website portal and the use of the Services; and

v. withdraw consent to the collection, processing, or transfer of Personal Data as provided under this T&C.

You may seek to exercise any of the above rights by sending us an email to that effect.

12. REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

12.1 reverse engineer or attempt to reverse engineer or disassemble any code or software from or on the website portal or Services.

12.2 Violate the security of the website portal or Services through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference to any host, user, or network.

13. INDEMNIFICATION

You agree to defend and indemnify Jasper and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to the breach of Your obligations under this agreement or Your misuse of the website portal or Services, Your breach of this agreement, or Your conduct or actions, negligence, and willful misconduct.

14. SPAM POLICY

You are strictly prohibited from using the website portal or any of the Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

15. THIRD-PARTY LINKS & CONTENT

The Company will not post links to other third-party website portals or other services without Your prior written consent and approval.

16. SERVICE INTERRUPTIONS

16.1 PLANNED MAINTENANCE

The Company may need to interrupt Your access to the website portal to perform maintenance or emergency services on a scheduled or unscheduled basis. We will notify you of any scheduled or routine maintenance within a reasonable time prior to such scheduled or routine maintenance through the use of notifications on the web portal

16.2 UNSCHEDULED DOWNTIME DUE TO US

While Jasper is hosted on a Microsoft Azure Server with 99.9% Uptime. This means there will be times when the platform is down unexpectedly. We will notify You of the unscheduled downtime through the use of notifications on the web portal. You agree that Your access to the website portal may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any loss caused as a result of such downtime.

17. NO WARRANTIES

You agree that Your use of the website portal and Services is at Your sole and exclusive risk and that any Services provided by Us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranties of any kind, including but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Website portal or Services is Your sole responsibility and that the Company is not liable for any such damage or loss.

18. LIMITATION ON LIABILITY

Jasper is not liable for any damages that may occur to You as a result of Your use of the website portal or Services, to the fullest extent permitted by law. This section applies to any and all claims by You, including but not limited to, loss of profits or revenues, consequential or punitive damages, negligence, strict liability, or torts of any kind.

19. MODIFICATION & VARIATION

This user agreement will be modified from time to time. Such modifications will be made known to you via email and notification on the web-portal.

20. GENERAL PROVISIONS

20.1 LANGUAGE: All communications made or notices given pursuant to this agreement shall be in the English Language.

20.2 GOVERNING LAW AND DISPUTE RESOLUTION: Through Your use of the website portal or Services, You agree that the laws of the Federal Republic of Nigeria shall govern any matter or dispute relating to or arising out of this Agreement as well as any dispute of any kind that may arise between You and Jasper, with the exception of its conflict of law provisions. The courts in Nigeria shall have jurisdiction over all matters arising from the use of the Website portal or the Services. You hereby waive the right to any objection of the venue including assertion of the doctrine of forum non-conveniens or similar doctrine.

20.3 ASSIGNMENT: This agreement and the rights granted under this agreement may not be assigned or otherwise transferred in whole or part by You without the prior written consent of Jasper.

20.4 NO WAIVER: In the event that We fail to enforce any provision of this agreement, this shall not constitute a waiver of any future enforcement of that provision or of any provision. Waiver of any part or sub-part of this agreement will not constitute a waiver of any other part or sub-part.

20.5 HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this agreement are for convenience and organization only. Headings shall not affect the meaning of any provisions of this agreement.

20.6 NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership or joint venture has been created between You and Us as a result of this agreement. No Party has any authority to bind the other to third parties.

20.7 FORCE MAJEURE: Jasper is not liable for any failure to perform due to causes beyond its reasonable control including but not limited to acts of God, acts of civil authorities, natural disasters, and other acts, which may be due to unforeseen circumstances.

20.8 ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this agreement, including e-mails. For any questions or concerns, please email us at the following addresses: admin@benemasia.com