

**TERM OF USE
FOR
THE POOL**

**IN RESPECT OF A HR TECHNOLOGY STARTUP, THE POOL FOR
THE POOL VENTURES LIMITED**

Terms of Service for The Pool Platform

Effective Date: [Insert Date]

Welcome to The Pool Platform, provided by The Pool Ventures Ltd ("The Pool," "we," "us," or "our"). The following Terms of Service govern your use of The Pool Platform, including any mobile applications, websites, and web applications. By accessing and using The Pool Platform, you ("Candidate") agree to be bound by these Terms of Service and all other rules, regulations, and terms of use referenced herein or provided by The Pool in relation to any services offered through The Pool Platform ("The Pool Services").

Please read these Terms of Service carefully and ensure that you understand them before using The Pool Platform. If you do not agree to these terms, please do not use The Pool Platform.

1. The Pool Platform and Acceptance of Terms

1.1. The Pool Platform: The Pool Platform, including any mobile applications, websites, and web applications, is provided by The Pool Ventures Ltd and its affiliates (collectively referred to as "The Pool"). Candidate profiles can viewed by potential employers and Candidate can also showcase interest or apply y for job listings through The Pool Platform, as well as access and participate in services provided by The Pool. Job listings on The Pool Platform are posted by independent third parties not affiliated with The Pool.

1.2. Acceptance of Terms: By accessing The Pool Platform, Candidate agree to abide by these Terms of Service and all other rules, regulations, and terms of use related to any of The Pool Services.

1.3. Modification of Terms: The Pool reserves the right to modify these Terms of Service, rules, regulations, and terms of use related to any of The Pool Services at any time by posting them on The Pool Platform. Your continued use of The Pool Platform and The Pool Services constitutes your acceptance of any modified terms. The Pool may also notify Candidate of changes via email or other forms of communication. Candidate who do not accept the modified terms should follow the provided instructions to indicate non-acceptance.

1.4. Additional Conditions: Certain services offered on The Pool Platform may have additional rules and regulations. In the event of any inconsistency between these Terms of Service and additional conditions, the additional conditions will prevail.

2. Candidate Participation

2.1. Job Listings: Candidate of The Pool Platform can view and apply for job listings posted by potential employers for their respective organizations.

2.2. Candidate Information: To apply for a job on The Pool Platform, Candidate must provide accurate information about their education, qualifications, past experience, and skills via their profiles. Some jobs may have specific gender requirements, but these are set by job posters and not mandated by The Pool.

2.3. Accuracy of Information: Candidate agree to provide accurate and non-misleading information when applying for jobs through The Pool Platform. Incorrect information or misrepresentations may result in the suspension of a Candidate's account.

2.4. Job Application Duration: The Pool Platform does not have a predetermined job application duration. Job applications remain active until the job listing is closed by the employer. Once a job listing is archived or closed, Candidate can no longer apply to it. However, Candidate are free to apply to active job listings at any time without any time restrictions. This approach allows for flexibility and ensures that Candidate can engage with job listings according to their availability and the status of the listings.

2.5. Code of Conduct: Candidate must adhere to The Pool's Content and Community Guidelines when using The Pool Platform and The Pool Services.

3. Intellectual Property

3.1. Ownership: The intellectual property rights, including software, content, advertisements, and materials on The Pool Platform, are owned by The Pool, its affiliates, partners, licensors, and associates. Candidate may not modify, publish, transmit, create derivative works, distribute, publicly perform, publicly display, or exploit any materials or content on The Pool Platform without written permission from The Pool.

3.2. Candidate Content: Candidate are solely responsible for any content they upload, post, email, transmit, or make available on The Pool Platform ("Candidate's Content"). Candidate

confirm they own all intellectual property rights in their content and that it does not infringe any third-party rights. Candidate agree not to use third-party names, logos, trademarks, copyrights, or intellectual property on The Pool Platform without written authorization. Candidate indemnify and hold The Pool harmless for any claims related to the use of third-party content.

3.3. License: Candidate grant The Pool and its affiliates, partners, licensors, and associates a worldwide, irrevocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, and publish Candidate's Content for various purposes, including displaying it on The Pool Platform and distributing it to potential employers.

3.4. Third-Party Rights: The names, logos, marks, labels, trademarks, copyrights, or intellectual property rights of third parties on The Pool Platform are proprietary to their respective owners. Any disputes or issues related to these third-party rights should be addressed directly to the respective parties.

4. Third-Party Sites, Services, and Products

4.1. Links to Third-Party Sites: The Pool Platform may contain links to third-party websites or mobile applications. Your use of such sites is subject to their terms and conditions, and The Pool is not responsible for the content on third-party sites.

4.2. Transactions with Third Parties: Transactions or interactions with third parties, including potential employers, payment providers, and verification service providers, are solely between Candidate and those third parties. The Pool is not responsible for any loss or damage resulting from such transactions or interactions.

4.3. Third-Party Content: Content provided by third parties, including potential candidates, is not guaranteed for accuracy or quality. Candidate should exercise caution and discretion when relying on third-party content on The Pool Platform.

5. Privacy Policy

5.1. Privacy Policy: Information collected from Candidate, such as registration data and payment information, is subject to The Pool's Privacy Policy, available at [Insert Privacy Policy Link]. Personal information will not be shared with other entities without permission.

5.2. Use of Shared Information: Candidate agree to use shared information only for the

purpose of accessing The Pool Services and not for personal or other business purposes. Misuse of shared information may result in the suspension of a Candidate's account.

6. Candidate Conduct

6.1. Compliance with Terms: Candidate agree to comply with these Terms of Service and all other rules, regulations, and terms of use related to The Pool Platform and The Pool Services. Failure to comply may result in remedial actions taken by The Pool, at its sole discretion, including but not limited to:

- Restricting, suspending, or terminating a Candidate's access to all or part of The Pool Platform and The Pool Services.
- Deactivating or deleting a Candidate's account and associated information, subject to applicable processing fees (if any) for transferring any remaining balance to the Candidate's registered bank account with The Pool.

6.2. Candidate Information:

- Candidate must provide accurate, current, and complete information during registration and whenever required by The Pool.
- Candidate must keep their registration information and other details updated as needed by The Pool.
- Candidate may not register or operate more than one account with The Pool.

6.3. Communication with The Pool:

- Candidate agree to receive communication from The Pool through email, SMS, WhatsApp, or other provided modes of communication.
- The Pool will not be held liable if any communication sent by The Pool remains unread by the Candidate.

6.4. Account Security:

- Candidate are responsible for keeping their account credentials, including passwords, confidential.

- Candidate may not use anyone else's password and must promptly report any unauthorized use of their account or security breaches.
- Candidate agree to log out of their accounts at the end of each session to prevent unauthorized access.

6.5. Prohibited Actions:

- Candidate may not use cheats, exploits, automation, software, bots, hacks, or unauthorized third-party software to modify or interfere with The Pool Services or experience.
- Candidate may not copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, or transfer any rights to the technology or software underlying The Pool Platform or The Pool Services.
- Candidate may not disrupt, overburden, or assist in the disruption or overburdening of The Pool's servers or the experience of other Candidate.
- Candidate may not engage in any type of attack, including distributing viruses, launching denial-of-service attacks, or attempting to disrupt The Pool Services or other Candidate's enjoyment.
- Candidate shall not attempt unauthorized access to Candidate accounts, servers, or networks connected to The Pool Platform or The Pool Services.
- Candidate may not publish false or misleading content with the intent to mislead or harass others for financial gain or harm.

6.6. Content and Communication:

- Candidate must not engage in obscene, offensive, indecent, racial, communal, anti-national, or abusive actions or communication.
- Harassment, stalking, threatening, or violating the legal rights of others is prohibited.
- Transmitting inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content is not allowed.
- Candidate may not transmit files that contain viruses, corrupted files, or software that may damage or interfere with the operation of computers, The Pool, or related equipment.
- Unauthorized advertising, selling of goods or services, and promoting third-party businesses without The Pool's written consent is prohibited.
- Downloading, recompiling, disassembling, or affecting The Pool's products or software that cannot be legally obtained in such a manner is not allowed.

- Candidate shall not falsify or delete author attributions, legal notices, or proprietary designations.
- Restricting or inhibiting other Candidate from using and enjoying The Pool Platform is not allowed.
- Collecting or storing personal information about other Candidate is prohibited.
- Candidate may not mine information about potential candidates to create a database for commercial purposes or personal use.
- Interfering with or disrupting The Pool Platform, servers, or networks is not allowed.
- Impersonating any person or entity or manipulating identifiers or data to disguise the source of content is prohibited.
- Taking actions that impose an unreasonably or disproportionately large load on The Pool's infrastructure is not allowed.
- Engaging in any illegal activities is prohibited.

6.7. Compliance with Laws:

The Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria

7. Eligibility

To use our app, you must be at least 18 years of age or have the legal capacity to enter into a binding agreement in your jurisdiction. By using our app, you represent and warrant that you meet these eligibility requirements. Pool reserves the right to bar access to its Platform for individuals found in violation of these Terms of Service.

8. Dispute Resolution

In the event of any dispute arising out of or in connection with these terms of use, the parties shall use their best efforts to settle the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation, either party may choose to submit the dispute to mediation or arbitration.

- **Mediation:** The parties shall attempt to resolve any dispute through mediation conducted by a mediator chosen by mutual agreement. If the parties are unable to agree on a mediator, each party shall select one mediator and the two mediators shall jointly select a third mediator. The mediation shall take place in a mutually agreeable location.

- **Arbitration:** If the dispute cannot be resolved through mediation, the parties shall submit the dispute to binding arbitration in accordance with the rules in the Federal Republic of Nigeria. The arbitration shall take place in a mutually agreeable location. The decision of the arbitrator shall be final and binding on both parties.

Notwithstanding the foregoing, either party may seek injunctive relief from a court of competent jurisdiction in the event of any actual or threatened breach of intellectual property rights, confidentiality obligations or other proprietary rights.

This dispute resolution clause shall be governed by and construed in accordance with the laws of the state of Lagos Nigeria.

9. Release and Limitations of Liability

9.1 When using the Pool platform and services, Candidate do so voluntarily and at their own risk. Pool, under no circumstances, shall be held responsible or liable for any losses or damages sustained by Candidate or any other individuals or entities during their use of the Pool platform.

9.2 By accessing the Pool platform and its services, Candidate hereby release and agree to indemnify Pool, along with its directors, employees, partners, associates, and licensors, from any liability, costs, losses, or expenses arising from their use of the Pool platform and services. This includes, but is not limited to, personal injury and property damage, whether it's a direct, indirect, consequential, foreseeable, or due to any negligent act or omission by the Candidate.

9.3 Pool does not accept any liability, either jointly or severally, for errors or omissions, whether originating from Pool or third parties, in relation to the data or information provided and published on the Pool platform.

9.4 Candidate are solely responsible for any consequences that may arise due to their use of Pool services involving illegal activities or non-compliance with these Terms of Service and other related rules and regulations. This includes providing incorrect personal information. Candidate also commit to indemnify Pool and its respective officers, directors, employees, and agents in the event of such actions, including covering attorney fees and legal charges, on a full indemnity basis for any loss or damage incurred by Pool as a result of the Candidate' actions.

9.5 Candidate agree to indemnify, defend, and hold Pool harmless from any claims made by third parties, entities, or organizations arising from or related to the Candidate's engagement with the Pool platform. Pool shall not be liable to any Candidate for acts or omissions arising from or related to the Candidate's engagement with the Pool platform.

9.6 In consideration of Pool granting Candidate access to its platform, to the maximum extent permitted by law, Candidate waive and release all rights or claims, including any present or future actions or causes of action, against Pool, its agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for any injuries, accidents, or mishaps. This includes those that may be known or unknown, anticipated or unanticipated, arising from the provision of Pool services.

10. Disclaimers

10.1 To the extent permitted by law, neither Pool nor its parent/holding company, subsidiaries, affiliates, directors, officers, professional advisors, or employees shall be held responsible for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material.

10.2 Furthermore, to the extent permitted by law, Pool shall not be liable for any harm resulting from downloading or accessing information or material, the quality of servers, products, Pool services, or sites.

10.3 Any material accessed, downloaded, or obtained through the Pool platform is done at the Candidate's discretion, competence, acceptance, and risk. Candidate are solely responsible for any potential damage to their computer systems or loss of data resulting from such actions.

10.4 Pool strives to maintain an error-free and secure platform. However, neither Pool nor its partners, licensors, or associates make any warranty or guarantee that:

- The Pool platform will meet Candidate' requirements.
- The Pool platform will be uninterrupted, timely, secure, or error-free.
- Results obtained from using the Pool platform will be accurate or reliable.
- The quality of any products, Pool services, information, or other material obtained through the Pool platform will meet Candidate' expectations.

In the event that Pool discovers an error, Pool reserves the right, at its discretion, to rectify the

error in an appropriate manner. This may include offsetting the erroneous payment from amounts due to the Candidate or deducting the erroneous payment amount from the Candidate's account. In such cases, Pool agrees to notify the Candidate of the error and the remedy applied to rectify it.

10.5 To the extent permitted by law, neither Pool nor its partners, licensors, or associates shall be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of or inability to use the Pool platform. This applies even if Pool has been advised of the possibility of such damages.

10.6 Any Pool services intended to be hosted on the Pool platform, which require specific permissions or authorities from statutory bodies, states, central governments, or boards of directors, shall be considered canceled or terminated if such permissions or authorities are not obtained or are denied, whether before or after the availability of the relevant Pool services.

To the extent permitted by law, in the event of the suspension or closure of any Pool services, Candidate shall not be entitled to make any demands or claims of any nature whatsoever.

11. Grievance Redressal Mechanism

If a Candidate has any complaints or grievances related to:

- (i) Content believed to violate these Terms (excluding Intellectual Property Rights infringement),
- (ii) Access to the Pool platform, or
- (iii) Content believed to be obscene, defamatory, or related to impersonation in an electronic form, including artificially morphed images,

please report the issue to us by contacting: support@jointhepool.com

In the complaint or grievance, please include the following information:

- Name and contact details, including name, address, contact number, and email address.
- Your relation to the subject matter of the complaint (complainant or acting on behalf of an affected person).
- The name and age of the person aggrieved or affected by the complaint (if applicable), along

with a statement confirming your authorization to act on their behalf.

- A clear description of the complaint or grievance, identifying the specific Content in question.
- A statement, made in good faith, that you believe the Content violates these Terms and Conditions.
- Confirmation that the information provided in the complaint or grievance is accurate.

Pool respects the Intellectual Property Rights of others. If you notice any act of infringement on the Pool platform, please provide a written notice that includes the following information:

- Clear identification of the copyrighted work allegedly infringed.
- Identification of the allegedly infringing material on the Pool platform.
- Your contact details, including name, address, email address, and phone number.
- A statement, made in good faith, that the use of the copyrighted material allegedly infringed on the Pool platform is not authorized by your agent or the law.
- Confirmation that the information provided in the notice is accurate, and that you are authorized to act on behalf of the owner of the exclusive copyright right allegedly infringed.
- Your signature or the signature of your authorized agent.
- You can send these notices to Pool through the following email address:
support@jointhepool.com

Upon receiving such complaints, grievances, or notices, Pool reserves the right to investigate and take appropriate actions. Pool may reach out to you for further clarification or assistance with the investigation, and you acknowledge that timely assistance will facilitate the resolution of the issue.

Grievance Redressal Officer:

Email: support@jointhepool.com

13. CONTACT INFORMATION

Questions about the Terms of use should be sent to us at