

TERMS AND CONDITIONS OF USE

(Last Updated February 2023)

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY

BUILDSURE LIMITED, TOGETHER WITH ITS SUBSIDIARIES, TRADEMARKS AND AFFILIATES ("BuildSure") PROVIDES YOU ACCESS AND USE OF THIS SITE SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE (the "Site Terms"). BY ACCESSING, BROWSING AND USING THIS SITE (the "Site"), YOU AGREE TO BE BOUND BY THE SITE TERMS AND ALL APPLICABLE LAW. IF YOU DO NOT AGREE TO BE BOUND BY THE SITE TERMS AND APPLICABLE LAW EACH TIME YOU USE THIS SITE OR YOU DO NOT HAVE THE AUTHORITY TO AGREE TO OR ACCEPT THESE SITE TERMS, YOU MAY NOT USE THE SITE.

A. TERMS

The Site Terms apply exclusively to your access to, and use of, this Site.

B. MODIFICATION OF SITE TERMS

BuildSure reserves the right to modify these Site Terms at our sole discretion from time to time and only BuildSure has the right to do so. If the Site Terms are changed, we will post the new terms on the Site and note the date they were last updated. Any changes or modification will be effective upon posting of the Site Terms as revised, and your use of the Site following the posting will constitute your acceptance of the new Site Terms.

C. LICENSE AND SITE ACCESS

BuildSure grants you a limited license to make personal use only of the Site. Such grant does not include, without limitation:

- (a) any resale or commercial use of this Site or any Site Materials (defined below);
- (b) modification, adaptation, translation, reverse engineering, decompilation, disassembly or conversion into human readable form any of the Site materials not intended to be so read, including use of or directly viewing the underlying HTML or other code from this Site except as interpreted and displayed in a web browser;
- (c) copying, imitating, mirroring, reproducing, distributing, publishing, downloading, displaying, performing, posting or transmitting any Site Materials (including any BuildSure trademarks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise;
- (d) making derivative uses of the Site and any Site Materials; or

(e) use of any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Site Materials or to collect any information from the Site or any other user of the Site.

Except as noted above, you are not conveyed any right or license by implication, or otherwise in or under a patent, trademark, copyright, or proprietary right of BuildSure or any third party. You may not use any meta tags or any other "hidden text" utilizing BuildSure name, trademark, or product name without our express written consent. "Site Materials" means all materials on the Site, including, without limitation, trademarks (as specifically defined in these Site Terms) design, product description, HTML text, graphics, other files, photographs, codes, software layout, designs forms and the selection and arrangement thereof.

We may terminate this license and your use of or access to the Site if you make or permit any unauthorized use of this Site. Such actions by you may violate applicable law including, without limitation, copyright laws, trademark laws (including trade dress), and communications regulations and statutes. We reserve the right to have all violators prosecuted to the fullest extent of the law.

D. PASSWORDS AND SECURITY

If you use a password to access this Site or any portion of it, then you are responsible for maintaining the confidentiality of the password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur on your account or with your password. In the event that the confidentiality of your account or password is compromised in any manner, you will notify BuildSure immediately. BuildSure reserves the right to take any and all action, as it deems necessary or reasonable to maintain the security of the Site and your account, including without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account. While BuildSure takes prudent steps to protect your account and the Site, it cannot protect your information outside of the Site. For example, when BuildSure communicates with you via unencrypted email from time to time at your request, the communication is not secure, is not stored securely, and the information contained may be viewed by others. You acknowledge that by requesting information by email, you agree that we may transmit it to you from time to time and store it in an unencrypted form and manner. BuildSure may rely on the authority of anyone accessing your account or using your password and in no event will BuildSure be held liable to you for any liabilities or damage resulting from or arising out of

- (i) any action or inaction of BuildSure under this provision;
- (ii) (ii) any compromise of the confidentiality of your account or password, and
- (iii) (iii) any unauthorized access to your account or use of your password.

E. INTELLECTUAL PROPERTY

1. Ownership

All Site Materials are owned by us and others and are protected by relevant copyright, trademark and other laws.

2. Trademarks

BUILDSURE (BuildSafe and other trademarks owned by BuildSure), and their respective designs and/or logos are either trademarks or registered trademarks of BuildSure and may not be copied, imitated or used, in whole or in part, without the prior written permission of BuildSure. In addition, all page headers, custom graphics, button icons, and scripts are trademarks, and/or trade dress of BuildSure, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of BuildSure. All other trademarks, registered trademarks, product names and company names or logos mentioned herein are the property of their respective owners.

3. Restrictions on Use

Except as stated in the Site Terms, none of the materials and Intellectual Property described in these Site Terms may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of BuildSure or the respective intellectual property owner. You may electronically copy and print to hard copy portions of this Site for the sole purpose of using materials it contains for informational and non-commercial, personal use only. Any other use of the materials in this Site - including any commercial use, reproduction for purposes other than described above, modification, distribution, republication, display, or performance - without the prior written permission of BuildSure - is strictly prohibited.

4. Copyright

To notify us of a copyright infringement, write to us at info@buildsure.ng

Include the following (please consult your legal counsel to confirm these requirements).

- a. The physical or electronic signature of the owner or someone authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. A description or identification of the copyrighted work you claim has been infringed.
- c. A description of the material that is claimed to be infringing, and information reasonably sufficient to allow us to find it.
- d. Your address, telephone number, and e-mail address.
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- f. A statement, under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on behalf of the owner.

Repeated violations of others' copyrights may result in a loss of privileges.

F. SOFTWARE

Any software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively "Software"), that may be made available on this Site is licensed to you by BuildSure on a non-exclusive and limited basis. BuildSure shall retain full and complete title and all intellectual property rights to Software. You shall not copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.

G. HYPERLINKS

1. Links to the Site

You are granted a limited, non-exclusive right to create a hypertext link to the home page only of this Site, provided such link does not portray BuildSure, BuildSafe or any of its products and services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time. You may not use, frame or utilize framing techniques to enclose any BuildSure trademark, logo or other proprietary information, including the images found at this Site, the content of any text or the layout/design of any page, or form contained on a page without BuildSure's express written consent. All other linking is prohibited without prior consent from BuildSure. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of BuildSure or any third party.

2. Third Party Links

BuildSure makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of web sites accessible by hyperlink from this Site, or web sites linking to this Site.

H. SUBMISSIONS

1. Your Information

If you register on the Site, you agree that any information you provide to us will be current, accurate and complete.

2. Additional Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of email or submissions to BuildSure, or postings on this Site ("Submissions") are non-confidential (subject to our Privacy Policy) and that you remain solely responsible and liable for your Submissions. You further hereby grant (or warrant that the owner of the Submissions has granted) to us and our assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use, copy, reproduce, modify, adapt,

publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on our part or of our assigns, and you hereby waive all moral rights, or agree, represent and warrant that all moral rights in the Submissions (including without limitation the rights of paternity, attribution and integrity) are irrevocably waived, in favor of us and our assigns.

3. Restrictions for Submissions

By using the Site, you agree not to do any of the following:

- a. Upload to distribute or otherwise publish through this Site any message, information, text or other material ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- b. Upload or transmit any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;
- c. Upload or transmit any Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content;
- d. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- e. Upload to, distribute or otherwise publish through this Site any Content such as charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes, advertising or solicitations for funds, political campaigning, mass mailings, any form of unsolicited commercial email or "spam," (regardless of whether the email itself complies with the requirements of federal or state law for sending commercial email) or offering or disseminating fraudulent goods, services, schemes or promotions; and
- f. Disseminate any harmful content of any kind, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancel bots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

4. Policies and Enforcement

All access to and use of this Site is governed by and subject to the Site Terms. We have the right, but not the obligation, to monitor any activity and Content associated with forums and interactive areas on this Site. We may access at any time and use internally for any lawful purpose information stored on our systems, including the content of any emails or other communications. We may disclose such information to any third-party including law enforcement agencies to protect our rights or property in response to legal process, or in a good faith belief that such

disclosure is justified or required in an emergency situation. We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. BuildSure has the right, but not the obligation, to take any action we deem appropriate, including but not limited to action to issue a warning, suspend or terminate your access and use of the Site and related services at any time, and block, remove or edit any communication and materials that BuildSure believes in its sole discretion may violate applicable law, the Site Terms or a third party's rights. BuildSure takes no responsibility and assumes no liability for any Content posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

5. Responsibility for Your Conduct

You remain solely liable for the Content of any messages or other information you upload or transmit to the discussion forums or interactive areas of this Site. You agree to indemnify and hold harmless BuildSure and its parents, employees, agents and representatives from any third-party claim, action, demand, loss, or damages (including attorneys' fees) arising out of or relating to your conduct, your actual or attempted violation of these Site Terms or any applicable law, your violation of any rights of a third party, or the acts or omissions of a third party who has authority to access or use the Site on your behalf or arising out of your violation of your obligations under Section F.

I. CHILDREN

This website is designed for and intended for use by adults. If you are under 18, you may use this Site only with the involvement of a parent or guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this site by children, minors and others under your care. You agree to be responsible for their use of this website.

J. DISCLAIMER

This site and the materials provided herein are provided on an "as is" basis without warranties of any kind, either express or implied. BuildSure disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement with respect to the site and materials, content, services and product on this site. BuildSure does not represent or warrant that materials in this site are accurate, complete, reliable, current, or error-free. BuildSure is not responsible for typographical errors or omissions relating to pricing, text or photography. BuildSure does not represent or warrant that this site or its server(s) are free of viruses or other harmful components, even if BuildSure or its authorized representatives have been advised of the possibility of such damages. You expressly agree that use of this site, including all content, data or software distributed by, downloaded or accessed from or through this site is at your sole risk.

Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by BuildSure.

K. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, in no event shall BuildSure be liable for any special, punitive, exemplary, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits, security incident or loss of data, whether in an action in contract, tort (including but not limited to negligence), or otherwise, arising out of or in any way related to BuildSure's operation of the site.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, intentional misconduct or fraud of BuildSure in connection with operating the site.

L. APPLICABLE LAW, VENUE AND LIMITATION OF ACTIONS

These terms and conditions shall be governed by and construed in accordance with the laws of Nigeria applicable to agreements made and entirely to be performed within Nigeria, without resort to its conflict of law provisions. Regardless of where you access this site, you agree that any action at law or in equity arising out of or relating to these terms and conditions shall be filed and adjudicated only in the courts located in Nigeria and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding arising out of these terms and conditions.

M. TERMINATION

Notwithstanding any of these terms and conditions, BuildSure reserves the right, without notice and in its sole discretion, to terminate your license to use this Site, and to block or prevent future access to and use of this Site if you violate any of these Site Terms or its policies. Upon termination, these Site Terms shall still apply.

N. CONSENT TO EMAIL COMMUNICATION

When you visit this Site or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically and agree that we may communicate with you by email or by posting a notice on this Website. We do not include details of your personal financial information in emails unless you specifically request that we do so. You agree that we may treat specific actions by you, such as checking boxes to receive email updates, sending us an email directly or through the site, or leaving a telephone message with an email address for customer service to respond to a query about your account, as a request that we communicate personal financial information with you by unencrypted email. You acknowledge and agree that unencrypted email sent over the Internet is not secure and may be read by others, and you agree that when you request that we send you email you are authorizing us to transmit and disclose your information (including your personal financial information) from time to time in an unencrypted manner. You further acknowledge that emails sent with this information are not stored in a secure manner.

O. LEGAL EQUIVALENCY

This electronic document and any other electronic documents, policies and guidelines incorporated herein will be:

- (i) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing:
- (ii) (ii) legally enforceable as a signed writing as against the parties subject to the electronic documents; and
- (iii) (iii) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business.

Electronic documents introduced as evidence in any judicial, arbitration, mediation or administer of proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

P. SEVERABILITY

If any provision of the Site Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

Q. WAIVERS

No waiver, express or implied, by either party of any breach of or default under these Site Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

R. CONTACT US

If you are experiencing difficulties using the Site, please contact us at: info@buildsure.ng